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		N00421-16-R-0023	1	SEALED I NEGOTIA	, ,		10 Apr 2017					
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9. Sealed offers in orig	ginal and;	copies for furnish	hing the su					be received at t	he place specified in	Item 8,	or if	
handcarried, in the dep	pository loc	ated in	В	ldg. 505	Patuxe	nt Riv	er, MD	until	12:00 PM local to			17_
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conditions contained i					,			, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
10. FOR INFORMATION						Includ	e area code) (NO	COLLECT CALLS)	C. E-MAIL ADDRESS	3		
CALL:	SUSANTI E	SEEBE			57-3652				susanti.beebe@navy.mil			
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X H SPECIAL CO	ONTRACT	REQUIREMENTS	OFFED	74 - 84 (Must			EVALUATION pleted by offer		R AWARD			121 - 127
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12. In compliance with									(60 calendar days un	less a di	fferent	period
is inserted by the offe	eror) from t	he date for receipt of	offers spe	ecified at	ove, to	furnis	h any or all item					
each item, delivered		•	the time s	specified	in the s	chedu	le.					
13. DISCOUNT FOR 1 (See Section I, Cla												
14. ACKNOWLEDGN				AMENE	OMENT	NO.	DATE	AN	MENDMENT NO.		DAT	E
(The offeror ackn	owledges red	ceipt of amendments										
to the SOLICITA' documents number												
15A. NAME		CODE	•	J	FACIL	TY		16. NAME AN	ND TITLE OF PERS	ON AU	THORI	ZED TO
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ADDRESS OF												
OFFEROR												
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22. AUTHORITY FOR US	SING OTHER	THAN FUL <u>L A</u> ND OPEN	N COMPETI	ITION:			23. SUBMIT	INVOICES TO	ADDRESS SHOWN	IN	ITEM	
10 U.S.C. 2	2304(c)() 41 U.S.O	C. 253(c)()			(4 copies unless	otherwise specifie	ed)			
24. ADMINISTERED BY	(If other than It	em7)	CODE				25. PAYMENT	WILL BE MADE	BY	CODE		
26. NAME OF CONTRACT	ING OFFICER	(Type or print)					27. UNITED STA	ATES OF AMERIC	CA	28. A	WARD I	DATE
TEL:		EMAIL:					(Signatur	e of Contracting O	officer)			
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Section A - Solicitation/Contract Form

SECTION A

POINTS OF CONTACT

CONTRACT SPECIALIST: SUSANTI BEEBE

TELEPHONE NUMBER: 301-757-3652 EMAIL ADDRESS: susanti.beebe@navy.mil

CONTRACTING OFFICER: MELINDA STANN

TELEPHONE NUMBER: 301-757-0008 EMAIL ADDRESS: melinda.stann@navy.mil

CONTRACTING OFFICER REPRESENTATIVE:

TO BE DETERMINED AT CONTRACT AWARD

SUMMARY

- (1) This acquisition is a small business set aside that will result in a Single Award Indefinite Delivery/Indefinite Quantity (IDIQ) contract.
- (2) The Product/Service Code (PSC) for this procurement is D302.
- (3) The resulting Single Award IDIQ contract will have an ordering period of five (5) years.
- (4) This contract will include cost-plus-fixed-fee (CPFF) and cost reimbursement (non-fee bearing) line items
- (5) Task Orders issued from this contract award will reflect CLINs by Funding type.
- (6) The contractor will not be authorized to access any classified information under this contract unless a final DD254 is incorporated.

Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0001 Lot

Labor (LOE - SOW 4.1 - 4.4)

CPFF

Ceiling for CLINs 0002 through 0005

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0002 Lot

NSP RDT&E Labor (LOE)

CPFF

Not Separately Priced labor in support of CLIN 0001.

FOB: Destination

ESTIMATED COST

FIXED FEE

 $TOTAL\ EST\ COST + FEE$

Page 4 of 127

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0003 Lot

NSP Procurement Labor (LOE)

CPFF

Not Separately Priced labor in support of CLIN 0001.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0004 Lot

NSP OMN Labor (LOE)

CPFF

Not Separately Priced labor in support of CLIN 0001

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

Page 5 of 127

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0005 Lot

NSP NWCF Labor (LOE)

CPFF

Not Separately Priced labor in support of CLIN 0001.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0006 Lot

Labor (Performance Based - SOW 4.5)

CPFF

Ceiling for CLINs 0007 through 0009

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

Page 6 of 127

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0007 Lot

NSP Procurement Labor(Performance Based)

CPFF

Not Separately Priced labor in support of CLIN 0006

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0008 Lot

NSP OMN Labor (Performance Based)

CPFF

Not Separately Priced labor in support of CLIN 0006

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

Page 7 of 127

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT**

0009 Lot

NSP NWCF Labor (Performance Based)

CPFF

Not Separately Priced labor in support of CLIN 0006

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** Lot

0010

Other Direct Costs - (Travel & Material)

COST

Ceiling for CLINs 0011 through 0014. Travel & Material in accordance with

Section C, Statement of Work (SOW).

FOB: Destination

ESTIMATED COST

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** Lot

0011

NSP ODCs - RDT&E

COST

Not Separately Priced ODCs in support of CLIN 0010.

FOB: Destination

ESTIMATED COST

Page 8 of 127

AMOUNT

0012

SUPPLIES/SERVICES

NSP ODCs - Procurement

COST

Not Separately Priced ODCs in support of CLIN 0010.

QUANTITY

FOB: Destination

ESTIMATED COST

UNIT PRICE

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** Lot

UNIT

Lot

0013

ITEM NO

NSP ODCs - OMN

COST

Not Separately Priced ODCs in support of CLIN 0010.

FOB: Destination

ESTIMATED COST

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** Lot

0014

NSP ODCs - NWCF

Not Separately Priced ODCs in support of CLIN 0010.

FOB: Destination

ESTIMATED COST

Page 9 of 127

AMOUNT

0015	Technical Data				
	Technical Data in support List (CDRLs), Exhibit A, FOB: Destination			t Data Requirements	
				NET AMT	
ITEM NO 0016	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	OPSEC Plan				
	Operational Security (OPS A020), Exhibit A, Not Sep FOB: Destination			ements List (CDRL	
				NET AMT	
				NET AMT	

UNIT

UNIT PRICE

QUANTITY

B-1 ESTIMATED RATES

ITEM NO SUPPLIES/SERVICES

B-1 ESTIMATED AND NEGOTIATED LABOR RATES

This language is designed for use in conjunction with H-2 Issuance of Orders Using Streamlined Procedures NAVAIR 5252.216-9540 (Variation) (Oct 2016). For purposes of estimating and establishing a labor cost ceiling for each task order, the following composite rates will be used. These rates are estimates, and invoicing will be based on actual costs incurred. Ceiling for ODCs will be priced in accordance with the Government Estimate. Orders crossing multiple years will be estimated by the Government using the composite rates for each year in proportion to the period of performance of the order.

NON PERFORMANCE BASED (SOW 4.1- 4.4)

Labor Category	Composite Fully Burdened Rates								
(* = Key)	Year 1	Year 2	Year 3	Year 4	Year 5				
	03/07/2018- 03/06/2019**	03/07/2019 – 03/06/2020**	03/07/2020 – 03/06/2021**	03/07/2021- 03/06/2022**	03/07/2022 - 03/06/2023**				
Program/Project Analyst, Journeyman (Contractor off-site)*									
Program/Project Analyst, Junior (Contractor off- site)									
Computer Based Training Specialist, Journeyman (Contractor off-site)									
Computer Based Training Specialist, Journeyman (St. Inigoes on-site)									
Computer Programmer, Junior (Contractor offsite)									
Computer Programmer, Junior (St. Inigoes on- site)									
Computer Programmer, Journeyman (Contractor off-site)									
Computer Programmer, Senior (Contractor off- site)									
Computer Scientist, Junior (Contractor offsite)									
Computer Scientist, Journeyman (Contractor off-site)									
Computer Systems Analyst, Senior (Contractor off-site)									
Computer Systems Analyst, Journeyman (Contractor off-site)									
Computer Systems Analyst, Journeyman (St. Inigoes on-site)									
Computer Systems Analyst, Junior (Contractor off-site)									

Information Security			
Analyst, Junior			
(Contractor off-site)			
Information Security			
Analyst, Journeyman			
(Contractor off-site)			
Computer and			
Information Research			
Scientist, Journeyman			
(Contractor off-site)*			
Logistics Analyst, Junior			
(Contractor off-site)			
Logistics Analyst,			
Journeyman (Contractor			
off-site)			
Manager, Journeyman			
(St. Inigoes on-site)*			
Program Manager,			
Senior (Contractor off-			
site)*			
Software Engineer,			
Senior (Contractor off-			
site)*			
Software Engineer,			
Journeyman (Contractor			
off-site)			
Subject Matter Expert			
(Navy Maintenance			
Lead),			
Journeyman(Contractor			
off-site)*			
Subject Matter Expert			
(S1000D IETM Lead)			
, Journeyman (St. Inigoes			
on-site)*			
Systems Analyst, Senior			
(Contractor off-site)*			
Systems Analyst,			
Journeyman (Contractor			
off-site)			
Systems Analyst,			
Journeyman (St. Inigoes			
on-site)			
Systems Analyst, Junior			
(Contractor off-site)			
Systems Analyst, Junior			
(St. Inigoes on-site)			
Logistics Engineer,			
Senior (Contractor off-			
site)*			

Logistics Engineer, Journeyman (Contractor off-site)			
Logistics Engineer, Junior (Contractor offsite)			
Technical Writer II, Junior (Contractor off- site)			
Technical Writer II, Junior (St. Inigoes on- site)			
Training and Development Specialist , Journeyman (St. Inigoes on-site)*			

PERFORMANCE BASED (SOW 4.5)

Labor Category (* = Key)	Composite Fully Burdened Rates						
	Year 1	Year 2	Year 3	Year 4	Year 5		
	03/07/2018 -	03/07/2019 -	03/07/2020 -	03/07/2021 -	03/07/2022 -		
	03/06/2019**	03/06/2020**	03/06/2021**	03/06/2022**	03/06/2023**		
Program/Project							
Analyst,							
Journeyman							
(Contractor off-							
site)*							
Program/Project							
Analyst, Junior							
(Contractor off-							
site)							
Computer Based							
Training							
Specialist,							
Journeyman							
(Contractor off-							
site)							
Computer Based							
Training							
Specialist,							
Journeyman (St.							
Inigoes on-site)							
Computer							
Programmer,							
Junior							

^{*} Indicates Key Personnel (1 Person)

** Dates to be adjusted at contract award

	Т		T	T
(Contractor off-				
site)				
Computer				
Programmer,				
Junior (St.				
Inigoes on-site)				
Computer				
Programmer,				
Journeyman				
(Contractor off-				
site)				
Computer				
Programmer,				
Senior				
(Contractor off-				
site)				
Computer				
Scientist, Junior				
(Contractor off-				
site)				
Computer				
Scientist,				
Journeyman				
(Contractor off-				
site)				
Computer				
Systems Analyst,				
Senior				
(Contractor off-				
site)	ļ.			
Computer				
Systems Analyst,				
Journeyman				
(Contractor off-				
site)				
Computer				
Systems Analyst,				
Journeyman				
(St. Inigoes on-				
site)				
Computer				
Systems Analyst,				
Junior				
(Contractor off-				
site)				
Information				
Security Analyst,				
Junior				
(Contractor off-				
site)				
Information				
Security Analyst,				
Journeyman				
(Contractor off-				
(Contractor Off-	l .			

aita)	<u> </u>		1
site)			
Computer and			
Information			
Research			
Scientist,			
Journeyman			
(Contractor off-			
site)*			
Logistics Analyst,			
Junior			
(Contractor off-			
site)			
Logistics Analyst,			
Journeyman			
(Contractor off-			
site)			
Manager,			
Journeyman (St.			
Inigoes on-site)*			
Program			
Manager, Senior			
(Contractor off-			
site)*			
Software			
Engineer, Senior			
(Contractor off-			
site)*			
Software			
Engineer,			
Journeyman			
(Contractor off-			
site)			
Subject Matter			
Expert (Navy			
Maintenance			
Lead),			
Journeyman			
(Contractor off-			
site)*			
Subject Matter			
Expert (S1000D			
IETM Lead),			
Journeyman			
(St. Inigoes on-			
site)*			
Systems Analyst,			
Systems Analyst, Senior			
(Contractor off-			
site)*			
Systems Analyst,			
Journeyman (Contractor off			
(Contractor off-			

site)			
Systems Analyst,	 	 	
Journeyman (St.			
Inigoes on-site)			
Systems Analyst,			
Junior			
(Contractor off-			
site)			
Systems Analyst,			
Junior (St.			
Inigoes on-site)			
Logistics	 	 	
Engineer, Senior			
(Contractor off-			
site)*			
Logistics			
Engineer,			
Journeyman			
(Contractor off-			
site)			
Logistics			
Engineer, Junior			
(Contractor off-			
site)			
Technical Writer			
II, Junior			
(Contractor off-			
site)			
Technical Writer			
II, Junior (St.			
Inigoes on-site)			
Training and			
Development			
Specialist,			
Journeyman (St.			
Inigoes on-site)*			

^{*} Indicates Key Personnel (1 Person)

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(DEC 2012)

(a) The level of effort estimated to be ordered during the term of this contract is 598,110 man-hours of direct labor including authorized subcontract labor, if any. The Contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

CLIN 0001	Total
Labor Hours	598,110

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or

^{**} Dates to be adjusted at contract award

responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

- (c) In the event that less than one hundred (100%) percent of the established level of effort of the contract/order is actually expended by the end of the performance period, the Government shall have the option of:
- (1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort.
- (d) The Contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.
- (e) In performing the contract/order, the Contractor may use any reasonable combination of hours for the labor categories in support of section C of this contract/order.

Section C - Descriptions and Specifications

SECTION C DESCRIPTION

Items 0001, 0002, 0003, 0004, 0005 – The Contractor shall provide <u>SERVICES</u> in accordance with section 4.1 - 4.4 of the Statement of Work (SOW), as detailed in individual task orders. Each task order shall include a SOW that will detail all tasks within the scope of the basic contract that are to be performed.

Items 0006, 0007, 0008, 0009 – The Contractor shall provide <u>SERVICES</u> in accordance with section 4.5 of the Statement of Work (the Performance Based Statement of Work or PBSOW), as detailed in individual task orders. Each task order shall included a PBSOW that will detail all tasks within the scope of the basic contract are to be performed.

Items 0010, 0011, 0012, 0013, 0014 – are ODC CLINs related to Travel & Materials provided by the Contractor. These CLINs are Cost Reimbursable (no fee). TRAVEL shall be provided in accordance with the SOW and NAVAIR Clause 5252.232-9509. MATERIALs shall be provided in accordance with H Clause 5252.242-9515 "Restriction on The Direct Charging of Material".

Item 0015 and 0016 – are Data CLINs. The <u>DATA</u> reports shall be furnished in accordance with Exhibit A, DD Form 1423, Contract Data Requirements Lists (CDRLs), CDRLs A001-A024, and the SOW as required by the individual Task Order.

C4I OPERATIONAL MAINTENANCE & ENGINEERING TRAINING (COMET) STATEMENT OF WORK (SOW) / PERFORMANCE BASED STATEMENT OF WORK

1.0 BACKGROUND

NAWCAD 4.11.3, Patuxent River, MD, is engaged in the research, development, design, integration, test and evaluation, deployment, training, technical management, and maintenance support for integrated Command, Control, Communications, Computers, and Intelligence (C4I) life-cycle engineering systems supporting various DoD and U.S. Navy sponsors to include NAVAIR, NAVSEA, and other DoD and Federal organizations. NAWCAD 4.11.3 engineering leverages communications and information systems emerging technologies, advanced interfaces, and innovative information management architectures on a variety of C4I systems and platforms to provide engineering and interactive information products to these clients.

2.0 SCOPE

This contract will leverage NAWCAD 4.11.3's core capabilities involving C4I engineering and information systems to provide innovative information management architectures relating to interactive information and learning products to support our warfighters. With the constant advancement of C4I warfighting technologies and the constant pressure placed not only on the reliability of the equipment, but also on the effectiveness of the warfighter in utilizing and

maintaining this equipment, the contractor shall provide the engineering products, tools and support needed in responding to this environment. This SOW defines specific requirements relating to the in-service engineering and interactive products envisioned under this effort. As a general scope, the following statements encompass the Government's intentions on this contract:

- Analysis of Navy and DoD engineering data processes, policy implementation, and standards compliance requirements, including Maintenance Material Management (3M) processes.
- In-service engineering on C4I equipment suites that are found on board U.S. Navy's surface and subsurface warships involving various communication, weapon and operational mission systems throughout product design, development, deployment and life cycle support.
- Design and development of standards-based operations and maintenance engineering data architectures for DoD based C4I equipment.
- Design and development of safety improvement product tools using key concept and scenario-based approaches.
- Design and development of decision support product tools for installation, operation, maintenance, and safety of technical systems.
- Design and development of engineering performance aids and product tools using interactive multimedia.
- Development of engineering technical content, including methods and tools for markup, delivery, transformation, and management.
- Project estimation, planning, scheduling, and reporting.

3.0 APPLICABLE DOCUMENTS

The following specifications, standards, instructions, and directives are incorporated by reference; the list is not all inclusive. Compliance with the detail, standards, specifications or policy contained in these documents is essential in the performance of this contract. Unless otherwise specified, a reference to a military specification, standard, or handbook, or to an industry standard adopted by DoD, will be to the specific version listed in the DoD Index of Specifications and Standards in effect at the time task orders are awarded.

3.1 References:

- Joint Fleet Maintenance Manual- Rev C Change 1 (COMFLTFORCOMINST 4790.3 Rev C Change 4, 13 OCT 2015)
- Planned Maintenance System (PMS): Development of Maintenance Requirement Cards (MRC), Maintenance Index Pages, and Associated Documentation (MIL-P-24534A, 21 MAR 1991)
- Ship's Maintenance and Material Management (3M) Manual (NAVSEAINST 4790.8C, 14 MAR 2013)
- Ship's Maintenance and Material Management (3M) System Policy (OPNAVINST 4790.4E, 31 OCT 2007)
- Department of Defense Standard Practice: Reliability-Centered Maintenance (RCM) Process (MIL-STD-3034A, 29 APR 2014)
- Policy for Preparation and Standardization of NAVAIR S1000D IETMs (NAVAIRINST 4120.11A, 10 OCT 2012)

- International Specification for Technical Publications utilizing a Common Source Database (S1000D, Issues 3.0-4.1)
- DoN S1000D Technical Manual Quality Assurance Guidance (NSWCCD-20-TR-2010/01, MAR 2009)
- Performance Specification: Manuals, Technical, Quality Assurance Program; Requirements For (MIL-PRF-85337B, 11 APR 2012)
- Interactive Multimedia Instruction Developer's Guide (CENNAVAVNTECHTRA INSTRUCTION 1554.1, 27 JAN 14)
- Guidance for Acquisition of Training Data Products and Services (Part 1 of 5 Parts), (MIL-HDBK-29612/1A, 31 AUG 2001)
- Instructional Systems Development/Systems Approach to Training and Education (Part 2 of 5 Parts), (MIL-HDBK-29612/2A, 31 AUG 2001)
- Development of Interactive Multimedia Instruction (Part 3 of 5 Parts), (MIL-HDBK-29612/3A, 31 AUG 2001)
- Glossary for Training (Part 4 of 5 Parts), (MIL-HDBK-29612/4A, 31 AUG 2001)
- Advanced Distributed Learning (ADL) Products and Systems (Part 5 of 5 Parts), (MIL-HDBK-29612/5, 31 AUG 2001)
- US Fleet Cyber Command (FCC)/Space and Naval Warfare (SPAWAR) Command Navy Authorizing Official and Security Control Assessor Risk Management Framework Process Guide (Version 1.0, 31 AUG 2015)
- Risk Management Framework (RMF) for DoD Information Technology (IT), (DODI 8510.01, 12 MAR 2014)

4.0 TECHNICAL REQUIREMENTS

This SOW covers two work areas. The first work area to be covered will require the contractor to provide engineering and analysis of complex DoD based C4I systems relating to and supporting innovative and interactive information and learning tool products. The contractor shall support in-service engineering approaches as it relates to planned maintenance and training covering both currently deployed C4I systems, as well as new and emerging C4I systems still under development. This effort will include the design, development, implementation and training utilizing electronically based engineering processes for maintenance and training techniques on sophisticated military systems. These engineering solutions and interactive products will support the various C4I equipment suites that are found on board U.S. Navy's surface and subsurface warships, DoD based air platforms and ground systems involving various communication, weapon and operational mission systems. The contractor will also be required to interact with fleet personnel to ascertain not only inputs for the engineering design and development phases of these information and learning tool products, but to also support fleet personnel in their daily duties of in-service engineering and maintenance support for the mission based electronic equipment.

The second work area to be covered by this SOW will require the contractor to produce quarterly logistics maintenance data packages and quarterly tailored logistics packages for C4I equipment covering planned maintenance on systems found on Navy/DoD platforms. These data packages

will directly support fleet personnel in their daily shipboard duties of planned maintenance activities covering a wide range of C4I systems based communication and weapon system.

ENGINEERING & ANALYSIS (NON-PERFORMANCE BASED)

4.1 Maintenance Management Development (3M) (CLINs 0003, 0004, 0005)

The contractor shall support the NAVSEA 3M system. The system is used throughout the U.S. Navy Fleet as part of the in-service engineering, maintenance and reliability of installed C4I equipment by providing engineering management, readiness and reporting procedures for U.S. Navy equipment suites. This program includes in-service engineering processes and procedures for the Planned Maintenance System (PMS), database generation, user-interface development and modifications, development and reliability for 3M applications, and the development, distribution, and management of PMS technical documentation. The PMS system also provides procedures for scheduling and accounting for PMS tasks on board ships. NAVSEA04RM, Director of Maintenance Engineering holds the Technical Warrant for Reliability-Centered Maintenance (RCM) policy covering all NAVSEA based efforts that requires all maintenance developers to utilize MIL-STD-3034A methodologies to be NAVSEA RCM certified. NAVSEA requires RCM Level I (Backfit) certification for all personnel who develop, review, or approve changes to currently published maintenance tasks. Classic RCM (Level II) is required for this contract and covers those who develop, review, or approve maintenance requirements on new systems or equipment, or existing systems or equipment being used in a different application or arrangement. Classic RCM analysis is required during ship acquisition and during ship modernization alterations.

- 4.1.1 The contractor shall analyze PMS logistics packages for 3M systems including equipment maintenance requirements, PMS schedules, feedback reports, configuration change reports, procedural content, parts and material information, and distribution data. The contractor will access the data maintained by NAVSEALOGCEN quarterly in February, May, August, and November by accessing the NMCI portal. Data analysis will require efficiency in the use of the Configuration Data Management Database (Open Architecture (CDMD-OA) system), PMS Management Information System (PMS MIS), and Ships 3M History (Open Architectural Retrieval System (OARS). Please refers to 4.5 (CDRL A001)
- 4.1.1.1 The contractor shall provide procedural analysis of changes that may have occurred in Maintenance Requirement Cards (MRCs) to include updated procedures, warnings, cautions, notes, and Maintenance Index Page (MIP) scheduling changes affecting an MRC. New MRCs will need to be further evaluated to determine ship applicability and schedule impacts. This effort is conducted quarterly. (CDRL A001)
- 4.1.1.2 The contractor shall determine which MRCs apply to specific ship configurations across the Fleet quarterly. Analysis involves approximately 5 million configuration records, 35,000 distinct MRCs, 2,000 distinct MIPs, covering an estimated 140-160 ships. The contractor shall

consider Navy maintenance policies, application of maintenance guidelines, and maintenance audit/inspection criteria. (CDRL A001)

- 4.1.1.3 As part of the data analysis of the various sources including shipboard data and shore based 3M and Navy Logistics data, the contractor shall be required to develop standardized reports, dashboards and metric reports. (CDRL A001)
- 4.1.2 The contractor shall develop updates to 3M and Navy Logistics data structures including Document Type Definitions (DTD) and database schemas. Maintain the PMS procedure content model for MIPs and MRCs using Standard Generalized Markup Language (SGML/XML) DTD and XML Schemas. This includes data transformation scripts using eXtensible Style Language for Transformations (XSLT) for presentation in NAVSEA approved viewers. Required outputs include on screen and printed layouts. The PMS DTD is the authoritative data structure used for storing PMS documents and 3M data. The contractor shall have the ability to adapt to the various presentation methods and approaches listed above. Key technologies include the Microsoft XML parser. (CDRL A008)
- 4.1.2.1 The contractor shall install Navy maintenance applications on the Navy Information and Application Product Suite (NIAPS) and Consolidated Afloat Networks and Enterprise Services (CANES). This also involves maintaining certification requirements for installation on these networks.
- 4.1.3 The contractor shall perform software engineering and life-cycle maintenance support for 3M scheduling, viewing, and authoring applications. The contractor shall work with other Navy agencies and third-party software developers to define and implement required interface specifications. (CDRL A002, A003)
- 4.1.3.1 The contractor shall produce the following deliverables:
 - Requirement traceability matrices (CDRL A001)
 - Software requirements documentation (CDRL A002)
 - Software design descriptions (CDRL A003)
 - Database design descriptions (CDRL A004)
 - Software test plans (CDRL A005)
 - Software test reports (CDRL A006)
 - Software user manuals (CDRL A007)
- 4.1.3.2 The contractor shall provide PMS applications development support for the SKED Maintenance Management and Scheduling System. This is a Fleet-wide (surface and subsurface) system to automate all scheduling and administrative tasks associated with the Navy PMS. Supporting Fleet Type Commanders (TYCOMs) in Norfolk and San Diego, the contractor shall assist NAWCAD 4.11.3 in providing total development support, including installation, configuration management, implementation of Fleet training, user technical support, business

process revisions, and deployment planning. The use of SKED is mandatory for all Navy PMS schedules, including all ships in the Fleet, shore facilities, and intermediate maintenance facilities. The SKED software has been approved for use in Common PC Operating System Environment (COMPOSE) operating environments, and for use in the Navy Marine Corps Intranet (NMCI) infrastructure. As this maintenance and management software is utilized and maintained on all ship networks, the contractor shall be required to maintain the various versions of this Government based software. Key technologies include Visual Basic, Microsoft .NET, and SQL Server.

- 4.1.3.3 PMSViewer is a Fleet-wide Government based distributed software application to display and print all Navy PMS documentation. The software is distributed quarterly on CD/DVD configurations. NAWCAD 4.11.3 works closely with In Service Engineering Agents (ISEAs) and Commodity Specialists at Atlantic and Pacific based NAVSEA Logistics Centers (NAVSEALOGCENs) to define PMS document style requirements conforming to OPNAV Instruction 4790. The PMSViewer uses XSLT to transform and display MIPs and MRCs provided in XML format. The PMSViewer application has been approved for use in the COMPOSE operating environments, and for use in the NMCI infrastructure. The contractor shall maintain this software. Key technologies include Visual C++ and Microsoft XML parser.
- 4.1.3.4 The Navy PMS Editor (NPE) Authoring System is a document authoring system for the PMS Program. The NPE Authoring System is the principal method used by Commodity Specialists and ISEAs to author PMS MRCs and MIPs. The software allows authors to create and edit complex engineering and technical documents stored as SGML in a simplified "What You See Is What You Get" user interface. The system is designed to be NMCI compliant. The contractor shall maintain this software. Key technologies include Visual C++ and Microsoft XML parser.
- 4.1.3.5 NAWCAD 4.11.3 is responsible for the maintenance of the PMS DTD. The PMS DTD is the authoritative data structure used for storing PMS documents and 3M data. NAWCAD 4.11.3 works with NAVSEA to ensure the integrity of the DTD and the contractor shall support maintaining the PMS DTD. Key technologies include the Microsoft XML parser.
- 4.1.4 As authorized by the Navy and as allowed by ship deployment schedules, the contractor shall conduct installation, training, and technical tasking of various 3M, technical manual, and other Navy logistics systems on board the Navy's surface and subsurface fleet. Tasking may include:
- 4.1.4.1 Install Navy maintenance applications on the Navy Information Application Product Suite (NIAPS) and Consolidated Afloat Networks and Enterprise Services (CANES). This also involves maintaining certification requirements for installation on these networks.
- 4.1.4.2 The contractor shall provide and can expect annually up to 100-125 on-site ship and shore installations, activations, configurations, and training of NAVSEA PMS Logistics

applications. These activities must be coordinated with the appropriate fleet authorities and the current shipboard hosting agencies. (CDRL A012)

- 4.1.4.3 Provide, and report on, troubleshooting support services for PMS applications to meet fleet requirements via phone, e-mail, message or on-site visit. Troubleshooting support may vary based on new product roll out, engineering and software upgrades, or by the class of ship supported, however for estimating purposes, the Government would expect to see no more than 12 on-site requests and approximately 150-250 phone and/or email requests annually. (CDRL A001)
- 4.1.4.4 The contractor shall provide shipboard support in both Norfolk, VA, and San Diego, CA as needed. The contractor shall assist NAWCAD 4.11.3 in providing on-site support while the ship is in port for Ship Alterations (SHIPALTs), overhauls or other operational issues. Maintaining credibility with the crew and responsiveness to the fleet authorities is critical to the success of this effort. The support effort can fluctuate based on fleet needs, ships in port, but response times and deployment to the ships many times can dictate a very narrow window to ensure proper support. The contractor must be prepared to handle surge capacities, response times and the flexibility that recognize the fleet's deployment needs.
- 4.1.5 The contractor shall prepare Information Assurance documentation for application Certification and Accreditation (C&A) of Government software and systems as dictated by specific task orders in accordance with US Fleet Cyber Command (FCC)/Space and Naval Warfare (SPAWAR) Command Navy Authorizing Official and Security Control Assessor Risk Management Framework Process Guide. (CDRL A010)
- 4.2 Software Engineering, Development and Integration (CLINs 0002, 0003, 0004, 0005) Typical software engineering, development and integration tasks include purchasing and evaluating new software and hardware technologies for innovative and enhanced interactive products and tools. Developing concept of operations, performing requirements analysis, system design, data conversion, development, quality assurance, deployment, and training to meet mission oriented requirements.
- 4.2.1 The contractor shall evaluate and report on emerging engineering and information technologies including innovative C4I engineering enhancements and technological pursuits, multimedia, user interfaces, technical data markup, and software development tools and techniques and recommend application of new technology for product improvement or cost reduction. In analyzing the benefits of these product improvements and cost reductions, the contractor will be required to maintain and report metrics that will support the benefit of these new tools and techniques. (CDRL A001)
- 4.2.2 The contractor shall recommend standards-based technical approaches that support Navy or DoD sponsored product development and develop technical specifications and Concepts of Operations (CONOPS) for automation of engineering processes based on the identified operational and functional performance requirements. (CDRL A001)

- 4.2.3 The contractor shall conduct detailed user requirements analyses to determine and document business processes, administrative, technical and software engineering support requirements (CDRL A002), and recommend deployment options and strategy. (CDRL A001)
- 4.2.4 The contractor shall design system architectures and products. Specifically, the contractor shall:
- 4.2.4.1 Translate client requirements to system design recommendations and provide database design descriptions, user interface layout, wireframes, storyboarding, prototypes and design documentation that support required deployment environments. (CDRL A009)
- 4.2.4.2 Design automation processes for the creation of technical engineering and performance support data for use in content delivery applications. (CDRL A003)
- 4.2.4.3 Support component and content reuse as part of software integration, including the following:
- 4.2.4.3.1 Object, module, or component reuse to enhance deployment flexibility and efficiency in stand-alone, network, and learning management system (LMS) applications. (CDRL A003)
- 4.2.4.3.2 Reusable content strategies implementing standard markup languages such as XML, S1000D, and SVG for storage in files, relational databases and content management repositories. Content shall be in conformance with NAVAIR policy and specification guidance or other standards required by NAWCAD 4.11.3 customers. (CDRL A003)
- 4.2.4.3.3 Transformation and rendering to enable the reuse of content with technologies such as XSLT and eXtensible Stylesheet Language-Formatting Objects (XSL-FO). (CDRL A003)
- 4.2.4.3.4 Adoption and adaptation of XML content models to accommodate data structures and documents for the storage, display, and print of data from content delivery and content management systems. (CDRL A003)
- 4.2.5 The contractor shall define, facilitate, and support data conversion processes for transformation of technical data of various types (e.g., technical manuals, engineering drawings, program data, etc.) to other standards and formats that comply with Navy policy and improve usability and reduce costs. (CDRL A003)
- 4.2.6 The contractor shall integrate, develop, and maintain software-based solutions and shall use Commercial Off-the-Shelf (COTS) or Government Off-the-Shelf (GOTS) products to the maximum extent possible. In addition to the wide variety of software program tasking mentioned elsewhere in this SOW, the contractor may be required to support a wide variety of additional programming languages, web applications, web services, multimedia, prototyping, markup languages, data repositories, application frameworks, components, installations, and documentation methods as future tasking may require. In the event custom software is required,

the contractor shall comply with applicable Navy, NAVAIR, NAVSEA, or other agency software development or purchasing requirements as specified by NAWCAD 4.11.3.

- 4.2.6.1 Software must be compliant with NMCI requirements, be approved for use in the DoN Application Database Management System (DADMS), and certified to run on ships' NIAPS/CANES networks as required. The contractor shall support compliance with DoD Information Assurance (IA) procedures and develop required documentation and accreditation when required. The contractor shall document and maintain IA artifacts in Enterprise Mission Assurance Support Service (eMASS). (CDRL A010)
- 4.2.6.2 In developing new software based products, the contractor shall develop interactive performance solutions to include reference, educational, or training systems with the goal of improving the efficiency and effectiveness of installation, operation, maintenance, and safety tasks. These products may be required to deliver content compliant with specific deployment standards and infrastructures. Content shall also be provided as XML or S1000D as specified by NAWCAD 4.11.3. (CDRL A008)
- 4.2.6.3 The contractor shall develop and maintain Shareable Content Object Reference Model (SCORM) compliant training modules for learning management systems such as Navy Knowledge Online (NKO) and Marine Corps Aviation Learning Management System (MCALMS). Some of these products have a requirement to be game-based with a scoring mechanism. These products must run in a stand-alone format (from CD-ROM) or on customer based web sites. (CDRL A008)
- 4.2.6.4 The contractor shall develop Interactive Electronic Technical Manuals (IETMs) to include building customized IETM content for the NavXML IETM viewer using data transformations, XSLT scripts, and the NavXML Authoring tools. Content may use the NavXML XML DTD format or the NavXML implementation of \$1000D. Other viewers that may be used include the NAVAIR Standard IETM Viewer (NSIV) and NAVSEA standard viewer, LiveContent. (CDRL A008)
- 4.2.6.5 The contractor shall provide knowledge management (KM) and virtual collaboration subject matter expertise and technical skills. This includes situational awareness of emerging technologies and methodologies in the field of KM. (CDRL A008)
- 4.2.6.6 The Government will have unlimited rights of software to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so. The Government will own such software rights and any software developed, and the contractor shall deliver all source code, media files, configuration files, and programming documentation developed under this contract, including all ancillary files, required for the Government to maintain, document, and reproduce the product. (CDRL A008)

- 4.2.7 Quality Assurance (QA) and Testing: The contractor shall perform quality assurance and testing activities on developed software products and on resultant data outputs. Specifically, the contractor shall:
- 4.2.7.1 Define and document QA plans including roles, responsibilities, and tools for performing QA activities and ensuring quality products and services. QA Plans shall include requirements traceability, product version tracking, discrepancy tracking, and resolutions. (CDRL A017)
- 4.2.7.2 Develop the test plans and procedures necessary to verify the operational and technical parameters of developed and procured software. (CDRL A005)
- 4.2.7.3 Conduct testing protocols and document the results. Identify and document discrepancies, as well as the actions taken to resolve those discrepancies. (CDRL A006)
- 4.2.8 The contractor shall use standard content management products, processes, and delivery systems to support deployment requirements as dictated by specific task orders. In addition, the contractor shall be required to support the following content development strategies:
- 4.2.8.1 Integrate and customize authoring system software to automate the creation of technical engineering and performance support data for use in content delivery applications. (CDRL A008)
- 4.2.8.2 Integrate and customize content management tools and repositories to create, reuse, assemble, and publish content to a variety of outputs.
- 4.2.8.3 Provide publishing workflow management.
- 4.2.8.4 Integrate or develop software for performance support content creation using SGML/XML/S1000D and other applicable standards. (CDRL A008)
- 4.2.8.5 Package performance support content for Sharable Content Object Reference Model (SCORM) or Learning Management System (LMS) compliance with specified standards and deployment infrastructure. (CDRL A008)
- 4.2.8.6 Create software user manuals. (CDRL A007)
- 4.3 Engineering Support (CLINs 0002, 0003, 0005)

The contractor shall support engineering documentation development, review, and distribution of a wide variety of technical and knowledge based documents relating to:

- Operations Manuals
- Technical Manuals
- Maintenance And Repair Manuals
- Commercial and Military Equipment Specifications Manuals
- Commercial and Military Equipment Policy Manuals
- Engineering Drawings

- Equipment Alteration Drawings and Specifications
- Charts
- Maps

Specifically, the contractor shall:

- 4.3.1 Analyze technical document architectures and standards, training, planning and policy documents. Assess interoperability and implementation across applicable information systems. (CDRL A001)
- 4.3.2 Interface with DoD policy activities by reviewing draft documents, participating in planning processes, and recommending language that is consistent with practical and efficient software development practices. (CDRL A001)
- 4.3.3 Provide test, evaluation and support for implementation or review of DoD, Navy, and international standards initiatives. (CDRL A001)
- 4.3.4 Analyze information processing requirements relating to automation of maintenance support systems including data collection, documentation, and analysis. (CDRL A001)
- 4.3.5 Provide engineering inputs to interactive publications development for NAWCAD 4.11.3 and DoD operational communities. (CDRL A001)
- 4.4 Technical Support (CLINs 0002, 0003, 0004, 0005)
- 4.4.1 Establish and maintain reliable methods of communication with NAWCAD 4.11.3 to effectively and efficiently transfer information necessary to support the conduct of project and contract-related operations.
- 4.4.2 Communicate and coordinate with internal and external stakeholders on technical and programmatic issues, and collect feedback. Support internal and external working-level technical conferences and status meetings and provide meeting reports and trip reports. Perform the daily activities and ad hoc administrative actions associated with the execution of project tasks. (CDRLs A001, A012)
- 4.4.3 Develop and maintain planning documentation and conduct planning efforts necessary to identify, schedule, execute and monitor project-related tasks. This shall include program management plans, plans of action and milestones, change control management, project close-out reports, staffing plans and the input and maintenance of data in external planning databases. (CDRLs A011, A013, A014)
- 4.4.4 Prepare briefing materials to support meetings with peer groups or industry organizations such as Integrated Process Team (IPT) meetings, configuration control boards, other participating project entities, standards committees or commercial forums. (CDRL A009)

- 4.4.5 Collaborate with Government personnel to define the scope of assigned projects. Monitor the scope throughout the duration of the project to ensure effective and adequate methods are in place to proactively address and manage changes in project scope. This may require the development and maintenance of a change control database, scope management plans and work breakdown structures for specific projects.
- 4.4.6 Create, deliver, and manage project schedules for each project. This will include an initial project schedule within 30 days of task order startup, an intermediate project schedule at the end of the requirements analysis, and a detailed project schedule prior to beginning any development or integration. Project schedules will be updated monthly. (CDRL A013, A014)
- 4.4.7 Provide technical inputs to schedule, cost, and technical approach for current and future tasks for sponsor based efforts. This may require the implementation of change management techniques to accomplish the effective control of project cost and scope. (CDRL A011)
- 4.4.8 Establish, deliver, and execute processes and methods to effectively identify, communicate, and manage the risks associated with assigned projects. Ensure project risks are factored into decisions affecting other technical management areas such as cost and schedule. (CDRL A016)
- 4.4.9 Support process improvement initiatives for existing technical, management, and business processes to increase effectiveness, efficiency, quality and cost performance.
- 4.4.10 Provide organizational planning and development support to ensure that adequate organizational structures, processes, tools and skill sets are available to support assigned projects. Typical efforts include strategic planning, organizational evaluations and organizational-level training.
- 4.4.11 Prepare and update management and process documentation in support of Task Order and projects and in accordance with standard quality management processes. (CDRL A001)

LOGISTICS SUPPORT (PERFORMANCE BASED)

4.5 3M and Navy Logistics Packages (CLINs 0007, 0008, 0009)

Supporting the 3M and Navy Logistics packages developed under SOW section 4.1, the contractor shall execute distribution, integration and training of these products to the Navy Fleet, air based platforms, shore activities, and international partners under the foreign military sales program, as tasking may require. In a performance based environment, the contractor shall support the design, production and quality review of approximately 400 quarterly DVD packages that could require distribution to each ship in the U.S. Navy. This includes logistics for approximately 2,000 activities, 15,000 work centers, and 40 different distribution titles. This package will consist of databases, spreadsheets, updated MIPs, updated MRCs, and reports. Force Revision packages are to be generated quarterly, and shall be provided to the fleet with updated PMS documentation. (CDRL A008)

- 4.5.1 Quarterly Force Revisions
- 4.5.1.1 The contractor shall process PMS data to produce four quarterly PMS Force Revisions annually. Quarterly Force Revisions consist of 15 45 PMS CD/DVD titles, and will involve the following:
 - Process 78,000 90,000 PMS documents.
 - Create PMS Change Indicator documents for each updated PMS document.
 - Manage distribution of titles to control which documents go to which activities.
 - Manage activity applicability to PMS titles to determine which titles go to which ships.
- 4.5.1.2 The contractor shall produce 4,400 7,500 disc images per Force Revision, and will involve the following:
 - Force Revision discs shall comply with distribution statement D: Distribution authorized to DoD components and DoD contractors only.
 - Force Revision disc images shall be duplicated at DoD or DoD contractor site.
 - The contractor shall coordinate with Government representative to determine label requirements such as layout, distribution statement, art and color.
- 4.5.1.3 The contractor shall develop processes to ensure quality and correctness of each PMS title (CDRL A005).
- 4.5.1.4 The contractor shall compile data, processes, and produce PMS Force Revision discs to meet quarterly revision distribution schedule, due on the 1st Monday of March, June, September, and December. (CDRL A008)
- 4.5.2 Publish Quarterly Tailored Force Revisions (TFRs)
- 4.5.2.1 The contractor shall process PMS data to produce four quarterly TFRs (in December, March, June, and September). TFR production consists of 9 15 TFR titles, and will involve the following:
 - Processing 75,000,000 80,000,000 MRC Active/Inactive Decisions
 - Processing 4,500,000 5,500,000 equipment records
 - Processing 32,000 35,000 distinct MRCs
 - Processing 2,000 2,500 distinct MIPs
 - Processing TFR data for 140 160 U.S. Navy ships covering CV, CG, DDG, FFG, L-Decks, LCS & MCM Class ships
- 4.5.2.2 The contractor shall produce 230 250 disc images per Tailored Force Revision, and will involve the following:
 - TFR discs shall comply with distribution statement D: Distribution authorized to DoD components and DoD contractors only.

- TFR disc images shall be duplicated at DoD or DoD contractor site.
- The contractor shall provide processes to ensure quality and correctness of each TFR title.
- The contractor will coordinate with Government representative to determine label requirements such as layout, distribution statement, art and color.
- 4.5.2.3 Provide processes to ensure quality and correctness of each PMS title (CDRL A005).
- 4.5.2.4 The contractor shall deliver TFR packages 30 days from receipt of PMS data. (CDRL A008)

5.0 QUALITY MANAGEMENT

The contractor shall develop, implement, document, and maintain a quality management system to ensure conformance with contractual requirements and the specific quality and performance requirements of specific task orders to be issued under this contract. The quality management system shall meet the intent of the American National Standards Institute/American Society for Quality ANSI/ASQ ISO 9001:2008, and/or equivalent governing body. Regardless of the standards that are applied, the contractor's quality approach shall be clearly defined and recognize the need to focus on customer satisfaction, defect prevention over inspection, management responsibility and continuous improvement. (CDRL A017)

5.1 Inspection System Plan (ISP)

The contractor shall submit an Inspection System Plan (ISP) for approval not later than 15 days after contract award and first task order issued. The ISP may include generic contractor procedures, for the level of effort CLINs, however for the CPFF Performance Based Completion Integration effort, the ISP shall be specific regarding the work requirements stated in the SOW. (CDRL A018)

5.2 Planning Review

A thorough review of quality requirements shall be conducted to identify the controls, processes, skills, fixtures, tools, and test equipment needed to ensure product quality. The planning review shall also update inspection and testing techniques, instrumentation, and manufacturing methods and processes. Standard program data (test results, defects/failures identified, calibration results, etc.) that may be required by the Government to compile trend evaluation shall be available upon request. (CDRLs A017, A018)

5.3 Quality Management Plan

The contractor's Quality Management Plan should address all areas of work to be performed under the contract to include hardware and software systems engineering, integration and installation, configuration management, logistics and contractor's method for monitoring and reporting on the identified metrics. As with the ISP, the Government, for the Performance based CLINs, is expecting a level of detail that indicates the contractor grasps the Integration scope and

the metrics that will be used to evaluate performance. The contractor will be required to provide a final version of this plan after award. (CDRL A017)

5.4 Process Documentation

All processes used to fabricate, assemble, modify, install, deploy, and test products shall be documented and updated. These written procedures and work instructions shall be made available to the employees required to perform the specific task. All procedures and work instructions shall be consistent with the contractor's quality management system. (CDRL A001)

6.0 FACILITIES

- 6.1 Contractor-Provided Industrial Facility
- 6.1.1 Due to the need to be near the U.S. Navy Fleet, the preponderance of the tasking is expected to occur in Norfolk, VA. As such, the contractor shall have a facility or spaces within a 50-mile radius (driving distance) of Norfolk, VA. To support the overall management and coordination of tasks with NAWCAD 4.11.3, the Government may allow space to accommodate no more than 20 contractor employees on site at St. Inigoes, MD. The contractor shall provide details of spaces proposed, and they shall be of sufficient size and locations to cover personnel and equipment required by this SOW.
- 6.1.2 This contract tasking requires close coordination (via telecom or travel) with activities listed below located in:
 - Norfolk, VA
 - San Diego, CA
 - Groton, CT
 - NAVSEA Logistics Center, Det. Norfolk, VA PMS and RCM coordinating activity
 - NAVSEA Logistics Center, Det. San Diego, CA PMS coordinating activity
 - U.S. Fleet Forces Command, Norfolk, VA
 - Type Commanders (TYCOMS)
 - o SUBLANT Norfolk, VA
 - o SUBPAC San Diego, CA
 - o SURFLANT Norfolk, VA
 - o SURFPAC San Diego, CA
 - o AIRLANT Norfolk, VA
 - o AIRPAC San Diego, CA

7.0 INFORMATION TECHNOLOGY (IT)

The Government will provide all necessary reference documents not generally available to the Contractor as required. Throughout the life of the contract, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to the requirements defined in this SOW. The following specifications, standards, instructions, and directives are incorporated by reference; the list is not all inclusive. Compliance

with the detail, standards, specifications or policy contained in these documents is essential in the performance of this contract. Unless otherwise noted, the revision level and date for each document, specification or standard cited shall be that listed in the DoD ASSIST Database (http://assistdocs.com/search) in effect on the date of contract award or at the time an option is exercised". The Contractor shall not purchase any IT equipment on behalf of NAVAIR in support of this Contract, which reports to PBIS-IT, without a Naval Air Systems Command (NAVAIR) Command Information Officer (CIO) approved NAV-IDAS ITPR.

All IT procured on behalf of this contract shall meet all DoD/DON and NAVAIR IA polices. Failure to follow these policies will result in denied access to NMCI, One Net, Integrated Shipboard Network System (ISNS) and other DON, DoD and Joint Networks. These IA policies are standard across the Department and ensure IA compatibility and interoperability.

IT systems and or networks operated by contractors pursuant to a NAVAIR contract, regardless of the level of data processed, shall be operated in accordance with the NISPOM.

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All Contractor-owned hardware and/or software shall meet DoDI 8500.2 Cybersecurity Controls, is subject to validation scanning and must be approved by the NAVAIR site IA Manager prior to connection.

The following specific criteria must be met before the contractor may be connected to any DoD or NAVAIR network in support of this contract. Requirements include:

- a. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DoD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;
- b. Extent of Validation Scanning. To prevent scanning of corporate assets, all such networks, equipment and connections shall be physically segregated from any government/contractor corporate networks that are not in direct support of DoD contracts;
- c. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense Information Security Agency and comply with CJCSI 6211.02C (series), Defense Information System Network (DISN): Policy and Responsibilities, 9 July 2008;
- d. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
- e. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR

networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

7.1 Clinger-Cohen Act

In 1996, Congress enacted the Clinger-Cohen Act (CCA) requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. In accordance with the following Department of Defense Directive (DoDD), Department of Defense Instruction (DoDI), Office of the Secretary of Defense (OSD) memo, and Secretary of the Navy Instruction (SECNAVINST), CCA compliance is required for all programs that contain IT, including National Security Systems (NSS). NSS are defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-59. Six factors are used to identify NSS, one of which is IT in weapons and weapons system programs. The law provides authority to the agency's Chief Information Officer (CIO) to manage IT resources effectively and ensure cybersecurity and interoperability. The authority to grant compliance with CCA as a statutory milestone program document resides at either first echelon or second echelon. The level of the Acquisition Category (ACAT) or designation as an Abbreviate Acquisition Program (AAP) determines which echelon has this authority. ACAT III and below acquisition programs CCA compliance assertion confirmation approval authority is delegated to the second echelon Command Information Officers. ACAT I and ACAT II acquisition programs CCA compliance assertion confirmation approval resides at DON CIO (First echelon). Approval of interoperability standards compliance for all acquisition programs resides at DON CIO. Approval of the Cybersecurity Strategy (formerly Acquisition Information Assurance Strategy) is a component of CCA compliance however it is approved separately. Approval authority is divided among the DoD, and DON CIOs as well as the second echelon Command Information Officers. See Table 1 for allocation of approval authorities.

ACAT	Review and	Approval by	Review and	Review and	Approval	Approval
	Endorsement	Command	Endorsement	Endorsement	by DON	by DoD
	by Command	Information	by DASN	by DON CIO	CIO	CIO
	Information	Officer				
	Officer					
IC	X		X		X	
ID	X		X	X		X
IAM	X		X	X		X
IAC	X		X	X		X
II	X		X		X	
III		X				
IV		X				
AAP		X				

Table 1: Allocation of Cybersecurity Strategy Approval Authorities

Cybersecurity Strategy approval process begins after the Program Manager signs the Cybersecurity Strategy and puts it forward to the Command Information Officer. The final approved Cybersecurity Strategy is an appendix to the Program Protection Plan (PPP) as well as an element of CCA compliance (Interim DoDI 50000.02, Tables 2 and 9).

- a. Interim DoD Instruction 5000.02, "Operation of the Defense Acquisition System", November 25, 2013
- b. OSD Memo, Clinger-Cohen Act Compliance Policy, Mar 8 2002
- c. SECNAVINST 5000.2E, Implementation and Operation of the Defense Acquisition

7.2 System Software/Application Compliance

All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), Department of the Navy (DON)/Naval Air Systems Command (NAVAIR) Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates.

7.3 Web Sites, Web Enablement and Application / System Development, Modification, and Maintenance Support Services

All Information Technology systems, software, and website development, modification or support shall be performed in accordance with all applicable Federal, DoD, DON, and NAVAIR policy, guidance, standards, and strategies, and should be integrated within the NAVAIR Enterprise portal and collaboration environment whenever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure in accordance with Legacy Shutdown guidance. Policies include, but are not limited to:

- a. Office of Management and Budget Management of Federal Information Resources, OMB CIRCULAR NO. A-130 Revised.
- b. OMB Policies for Federal Agency Public Websites, OMB M-05-04 http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2005/m05-04.pdf
- c. Section 508 Amendment to the Rehabilitation Act of 1973 http://www.section508.gov/
- d. Department of Defense Web Policies and Guidelines http://www.defense.gov/webmasters
- e. Navy Information Operations Command (NIOC) Norfolk Web Risk Assessment Team Website http://www.public.navy.mil/fcc-c10f/nionorfolk/Pages/AboutWRA.aspx
- f. DON Policy for Content of Publicly Accessible World Wide Web Sites SECNAVINST 5720.47B www.navy.mil/navydata/internet/secnav5720-47b.pdf
- g. NAVAIR CIO Website (NAVAIR specific policy and guidelines). To request this policy contact the NAVAIR CIO office 7.2.2 Applications Integration team Web Manager: Shane Malamphy at 301-342-1825
- h. Defense Information Systems Agency (DISA) Hosting of All Navy Websites (NAVADMIN 061/08) http://www.public.navy.mil/bupersnpc/ reference/messages/Documents/NAVADMINS/NAV2008/NAV08061.txt

- Consolidation of Navy Web Sites Reduction of IM/IT Footprint NAVADMIN 145/07 http://www.public.navy.mil/bupersnpc/ reference/messages/Documents/NAVADMINS/NAV2007/NAV07145.txt
- j. DON Web Presence Policy: The Registration, Compliance of, and Investment in, All Unclassified Web Sites and Uniform Resource Locators http://www.doncio.navy.mil/ContentView.aspx?ID=577
- k. Policy and Procedures for Web Risk Assessment (WRA) of Publicly Accessible Navy Sites (ALCOM 129/09) http://www.public.navy.mil/fcc-c10f/niocnorfolk/Documents/NTD-08-09.txt

7.4 Software Development / Server Procurement

Any tools developed that will be hosted by the Navy Marine Corps Intranet (NMCI) or run on NMCI workstations will be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

7.5 Cyber Security

NAVAIR's Cybersecurity Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. Cybersecurity is required operationally throughout the DON. The DON CIO is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

All Cybersecurity shall be in compliance with the following listed instructions:

- a. ASD (NII) Directive-Type Memorandum (DTM) 08-027 Security of Unclassified DoD Information on Non-DoD Information Systems, 31 July 2009
- b. Chairman of the Joint Chiefs of Staff Instruction CJCSI 3170.01H (series), Joint Capabilities Integration and Development System, 10 January 2012
- c. CJCSI 6211.02D Defense Information System Network (DISN): Policy and Responsibilities, 24 Jan 2012
- d. CJCSI 6212.01F Net Ready Key Performance Parameter (NR KPP), 21 March 2012
- e. CJCSI 6251.01D Narrowband Satellite Communications Requirements, 30 Nov 2012
- f. CJCSI 6510.01F, Information Assurance (IA) and Support to Computer Network Defense (CND), 09 Feb 2011, certified current 10 Oct 2013
- g. Chairman of the Joint Chiefs of Staff Manual CJCSM 6510.01B Incident Handling Program 10 July 2012
- h. Chief of Naval Operations/Headquarters, United States Marine Corps CNO N614/HQMC C4

 Navy-Marine Corps Unclassified Trusted Network Protection (UTNProtect) Policy,
 Version 1.0, 31 October 2002
- i. Defense Acquisition Guidebook Chapter 7, Acquiring Information Technology, Including National Security Systems, Section 7.5 Information Assurance (IA)

- j. DoD 5220.22-M, National Industrial Security Program Operating Manual, February 28, 2006 (NISPOM)
- k. DoD 8570.01-M, Information Assurance Workforce Improvement Program, 19 Dec 2005 (Incorporating Change 3, 24 Jan 2012)
- DoDD 8000.01 Management of the Department of Defense Information Enterprise, 10 February 2009
- m. DoDD 8100.02, Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004, Certified Current as of 23 April 2007
- n. DoDD 8570.01 Information Assurance Training, Certification, and Workforce Management, 15 August 2004, Certified Current as of 23 April 2007
- o. DoDI 4630.8, Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS), 30 June 2004
- p. DoDI 8500.1, Cybersecurity, 14 March 2014
- q. DoDI 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), 12 March 2014
- r. DoDI 8520.2, Public Key Infrastructure (PKI) and Public Key (PK) Enabling, 01 April 2004
- s. DoDI 8551.1, Ports, Protocols, and Services Management (PPSM), 13 August 2004
- t. DoDI 8580.1, Information Assurance in the Defense Acquisition System, 9 July 2004
- u. DoDI 8581.01, Information Assurance (IA) Policy for Space Systems Used by the Department of Defense, 8 June 2010
- v. DON CIO Memo 02-10, Department of the Navy Chief Information Officer Memorandum 02-10 Information Assurance Policy Update for Platform Information Technology, 26 April 2010
- w. DON letter 5239 NAVAIR 726/2322 of 18 Feb 09, NAVAIR Data at Rest Policy
- x. Federal Information Processing Standards Publications (FIPS PUB) http://www.nist.gov/itl/fips.cfm
- y. National Security Telecommunications and Information Systems Security Policy NSTISSP No. 11, Revised Fact Sheet National Information Assurance Acquisition Policy, July 2003.
- z. Office of the Chief of Naval Operations OPNAV INST 5239.1C, Navy Information Assurance (IA) Program, 20 Aug 08
- aa. SECNAV M-5239.1, Department of the Navy Information Assurance Program; Information Assurance Manual, November 2005
- bb. SECNAVINST 5230.15, Information Management/Information Technology Policy for Fielding of Commercial Off the Shelf Software, 10 April 2009
- cc. SECNAVINST 5239.3B, Department of the Navy Information Assurance Policy, 17 June 2009
- dd. SECNAVINST 5239.19, Department of the Navy Computer Network Incident Response and Reporting Requirements, 18 March 2008
- ee. The National Security Act of 1947
- ff. Title 40/Clinger-Cohen Act
- gg. Title 44/ Federal Information Security Management Act

7.6 Enterprise Architecture

- a. Contractor Networks and Connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. The contractor may access non-government, external IP space via the NAVAIRprovided Virtual Private Network (VPN) Outreach service or NAVAIR CIO approved Internet Protocol (IP) service.
- b. Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.
- c. Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.
- Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Position Requirements" dtd 16 Oct 2008 or latest version thereof, available as attached or through the Procuring Contracting Officer (PCO). Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request Navy (SAAR-N) OPNAV 5239/14 (JUL 2008), Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. (CDRL A021, A022)
- 7.7.1 Contractor personnel shall complete, sign and date Part I of the SAAR-N form and coordinate with the COR to designate in Part III, block 33c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR-N and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR-N submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4. (CDRL A021, A022)
- 7.7.2 The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems. (CDRL A021, A022)

7.8 As this effort requires extensive database and record keeping analysis, the contractor is expected to provide all the necessary servers and/or computers necessary to execute the SOW requirements. Contractor shall detail the contractor owned equipment that may require access to NAVAIR/DoD networks.

8.0 TECHNICAL DIRECTION LETTERS (TDLs)

When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract task order shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR). TDLs will not, in any manner, alter the scope of the contract or any task order. Each TDL issued will include a description of the work to be performed, a list of deliverables, data item descriptions, and a delivery schedule. For further direction see Clause 5252.242-9502 "TECHNICAL DIRECTION" in Section H.

9.0 PROGRESS REPORTS

9.1 Financial Progress Reports

In order to provide NAWCAD with the current financial status of the contract at the CLIN level, the contractor shall prepare and deliver financial progress reports for each task order and a roll up at the contract level. (CDRL A024)

9.2 Technical Progress Reports

The contractor shall prepare and deliver a technical progress report as a supplement to each voucher presented for payment. (CDRL A024)

- 9.3 Reserved
- 9.4 Segregation of Costs and Invoice Requirements

To support invoice reviews, the Contractor shall report costs in accordance with CDRL A023.

9.5 Project/Task Closeout Report

The contractor shall provide a closeout report after completing the requirements of each task order. (CDRL A015)

10.0 WORK SCHEDULE

The Contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal holidays specified elsewhere). Some supported Government offices have flexibility to start as early as 0600 and end as late as 1800 Monday - Friday. Services and staffing shall be provided for each office at least 8 hours per day (during the 8.5 hour workday which includes the 30-minute lunch break). Contractor work

schedules shall be coordinated with the COR to ensure coverage during critical periods, coordination of tasks involving other contractors, coordination of coverage for tasking, and security compliance for buildings/area where access is controlled.

Government employees are allowed to voluntarily work a compressed work schedule (CWS). CWS is an alternative work schedule to the traditional five 8.5 hour workdays (which includes a 30-minute lunch break) worked per week. An employee participating in the CWS completes eight weekdays at 9.5 hours (which includes a 30-minute lunch break) each, one Friday is alternately worked as 8.5 hours and the other Friday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other.

The Contractor, after notifying the COR, may allow its employees to work a CWS. Any contractor that chooses to allow its employees to work a CWS in support of this contract agrees that any additional costs associated with the implementation of the CWS vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the government. Furthermore, all contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government.

The following is a list of Federal Government holidays. Individual Contractor employees are encouraged to work in accordance with the same schedules as the Government office they support. However, it is solely at the Contractor's discretion which Federal and State holidays they choose to observe.

Holiday Observed:

New Year's Day January 1

Martin Luther King Jr.'s Birthday
Presidents Day
Third Monday in January
Third Monday in February
Memorial Day
Last Monday in May

Independence Day July 4

Labor Day First Monday in September Columbus Day Second Monday in October

Veterans Day November 11

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25

In the event that the using activity's facilities are not available as a work location, contractors may be permitted to continue working at an alternate location, if able. In the event that the contractor is prevented from performance at the using activity location as the result of an Executive Order, government holiday, or an administrative leave determination (i.e. inclement weather closing) that applies to the using activity, work performed at an alternate location may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices. Please note that charges that are a result of the alternate work location (i.e. receptionist, janitorial staff) are not chargeable.

11.0 TRAVEL

The contractor shall be required to travel at the Government's request.

11.1 Travel Locations and COR Approval

Local and long distance, domestic, and international travel (CONUS and OCONUS) may be required for this effort. Prior approval is required for all travel under this contract. The Contractor shall provide the COR a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g. lodging, meals, transportation costs, incidental expenses, etc.). Travel arrangements shall be planned in accordance with the Federal Travel Regulations (FTR), prescribed by the General Services Administration for travel in the conterminous 48 United States, and the Joint Travel Regulation (JTR), Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the DoD.

The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2. All travel expenses shall be authorized by the COR, and only those travel expenses having valid receipts and travel claims shall be reimbursed to the Contractor as ODCs. Travel shall be reimbursed at cost in accordance with the DoD JTR; whenever work assignments require temporary duty (TDY) aboard a Government ship, the contractor will be reimbursed at the per diem identified in the JTR. The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

Location:	Number of	Number of	Number of
	People:	Days:	Trips:
Mobile, AL	1	5	1
Long Beach, CA	1	5	1
Port Hueneme, CA	1	4	1
San Diego, CA	1	6	4
Groton, CT	1	5	4
Stratford, CT	1	4	3
Washington, DC	1	3	8
Jacksonville, FL	1	4	2
Mayport, FL	1	5	4
Orlando, FL	1	4	1
Pensacola, FL	1	4	1
Carderock, MD	1	3	2
Indian Head, MD	1	1	2
Lexington Park, MD	2	3	9
Bath, ME	1	5	2
Gulfport, MS	1	4	1
Pascagoula, MS	1	5	1
Butte, MT	2	5	1
Philadelphia, PA	2	4	3
Norfolk, VA	2	4	10
Bremerton, WA	1	5	6
Everett, WA	1	5	2
Marinette, WI	1	3	1

11. 1.2 OCONUS locations may include but are not limited to:

Location:	Number of People:	Number of Days:	Number of Trips:
Manama, Bahrain	1	10	1
Santa Rita, Guam	1	8	2
Pearl Harbor, HI	1	8	8
Sicily, Italy	1	9	1
Sigonella, Italy	1	9	1
Sasebo, Japan	1	8	2
Yokosuka, Japan	1	10	3
Rota, Spain	1	8	1

11. 1.3 OCONUS travel shall be conducted IAW DFARS clause 252.225-7040, and the requirements set forth in the task order.

11. 2 Synchronized Pre-Deployment & Operational Tracker (SPOT)

The contractor may travel in USCENTCOM locations. SPOT enables the validation of contractor personnel associated with specific contracts and subcontracts, their authorization and eligibility for access to specific DoD facilities, and their eligibility for specific Government-Furnished Support (GFS), including transportation, housing, food, medical care, medical evacuation, and emergency evacuation coverage. The contractor shall initiate a Letter of Authorization (LOA) for each prospective traveler. The contractor shall use the SPOT link, https://spot.altess.army.mil to enter and maintain data with respect to traveling/deployment personnel and to generate LOAs.

11. 3 Letter of Authorization (LOA)

The Government will provide an LOA for official travel supporting this contract. LOAs will identify local authorizations, privileges, etc., as specified by DoD requirements. All defense contractors working under this contract shall carry an LOA with them at all times while deployed. The COR will provide the LOA for official travel supporting this contract.

11.4 Local Travel Reimbursement

Reimbursement of travel by the contractor or subcontractor located within 50 miles of the work site shall not be authorized.

11. 5 Travel Reporting and Monitoring

All travel costs will be reported in the monthly status report as well as monitored by the contractor to ensure contract and task order ceilings are not exceeded. (CDRL A012)

12.0 DATA ITEMS FORMAT

The contractor shall provide a uniform order of the following information clearly placed on all required contract data item (deliverables): contract number, task order number, contractor's name, contract WBSN, CDRL number and title, period covered, and date of submission. All data items required by the CDRLs (DD Form 1423, Exhibit A) shall be distributed as required by the CDRL.

12.1 Electronic Format Preferred

The contractor shall provide deliverables in electronic format whenever possible. Deliverables shall be electronically mailed to the COR where feasible. Specific email addresses for electronic submission of deliverables will be provided on the applicable CDRL. Final software products shall be delivered on CD-ROM or DVD media and delivered by hand or postal service.

13.0 <u>IDENTIFICATION BADGES</u>

13.1 Identification Badges

The contractor shall furnish all requested information required to facilitate issuance of identification badges, as required, and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon expiration or termination of employment. The Government will not check out contractor personnel unless all media, including Common Access Cards (CACs), are returned in accordance with NASPAXRIV Instruction 5510.15, Regulations Governing Admission to Naval Air Station, Patuxent River, Webster Field, and Navy Recreation Center Solomons.

13.2 Identification of Contractor Personnel

Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communications. Similarly, the contractor affiliation shall be identified when answering phone calls and at the beginning of any meeting or conference where contractor personnel are in attendance.

14.0 NON- DISCLOSURE AGREEMENTS

14.1 Non-Disclosure Agreement

In the performance of the contract, the contractor may have access to non-public proprietary information. The contractor shall require that any employee performing services under the contract execute a non-disclosure agreement satisfactory to the Contracting Officer and the entity for which the information belongs. The non-disclosure agreement shall acknowledge the contractor and employee's duties with respect to non-public information and promise to comply with those obligations. Copies of the executed nondisclosure agreements shall be provided to the COR.

14.2 Non-Government Purposes

Consistent with the terms and conditions of paragraph (e)(5) of NAVAIR 5252.209-9510, "Organizational Conflicts Of Interest (Services)", with respect to proprietary data of third parties, and DFARS 252.227-7025, "Limitations On The Use Or Disclosure Of Government- Furnished Information Marked With Restrictive Legends", with respect to technical data, the contractor shall not use, modify, reproduce, release, perform, display, or disclose any non-public information provided to or obtained by the contractor in the course of performing the contract for other than Government purposes, and shall not do so for any commercial or personal purpose.

14.3 Conflicts of Interest

In the event the contractor knows of, or identifies, an employee who has a commercial interest in the subject matter of any proposed or on-going agreement related to the services to be performed herein, the contractor shall consider such interest a potential conflict of interest under paragraph (g) of NAVAIR 5252.209-9510, and promptly disclose it to the Contracting Officer.

15.0 OPERATIONS SECURITY (OPSEC)

15.1 Operations Security (OPSEC) Plan

The contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified and classified information and to control distribution of controlled unclassified and classified information in accordance with the National Industrial Security Program Operating Manual (NISPOM) and DoDM 5200.01, Information Security Manual. The DoD Contract Security Classification Specification, DD Form 254, specified in Section J, defines program specific security requirements. All controlled unclassified information shall be appropriately identified and marked as For Official Use Only in accordance with DoDM 5200.01, Information Security Program: Controlled Unclassified Information (CUI) Volume 4 (enclosure 3) and DoD 5400.7-R (Freedom of Information Act Regulation) (Chapter 3). All contractor facilities shall provide an appropriate means of storage for controlled unclassified and classified documents, equipment, and materials in accordance with Operations Security (OPSEC) requirements. For Official Use Only information generated and/or provided under this contract shall be marked and safeguarded as specified in DoDM 5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-17) available at

http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf and DoD 5400.7-R, Freedom of Information Program Chapter 3 (pages 31-42) available at http://www.dtic.mil/whs/directives/corres/pdf/540007r.pdf. All controlled unclassified technical

information shall be appropriately identified and marked with the distribution statement identified on the source document or directed by the COR.

The contractor shall prepare and deliver an Operations Security Plan for Government review. (CDRL A020)

15.2 OPSEC Program

The contractor shall develop, implement, and maintain an OPSEC program to protect controlled unclassified and classified activities, information, equipment, and material used or developed by the contractor and any subcontractor during performance of the contract. The contractor shall be responsible for the subcontractor implementation of the OPSEC requirements. This program may include Information Assurance and Communications Security (COMSEC). The OPSEC program shall be in accordance with National Security Decision Directive (NSDD) 298, and at a minimum shall include:

- (a) Assignment of responsibility for OPSEC direction and implementation.
- (b) Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.
- (c) Establishment of OPSEC education and awareness training.
- (d) Provisions for management, annual review, and evaluation of OPSEC programs.
- (e) Flow down of OPSEC requirements to subcontractors when applicable.

16.0 OTHER DIRECT COSTS (CLINs 0010, 0011, 0012, 0013, 0014)

16.1 Other Direct Costs

The contractor may be required to incur travel and incidental supplies and materials costs in support of this effort as Other Direct Costs (ODC).

16.2 Government Property

All materials associated with this contract that is purchased by the contractor and not depleted during the performance of the contract shall become the property of the Federal Government in accordance with FAR 52.245-1. Any material remaining after the completion of the contract, the cost of which has been reimbursed by the Government, will remain Government property and will be transferred to the Government by way of a DD1149 or Material Inspection and Receiving Report (DD 250).

17.0 PERSONNEL SECURITY

Only U.S. citizens may perform under this contract. All personnel must be able to obtain the Secret clearance levels cited in Section 20 of this SOW. All personnel required to work at the Government's site must, at a minimum, obtain an Interim Secret Clearance prior to starting work at the Government's facility. In some instances, a Top Secret level clearance may be required. The level of clearance required performing tasking under this contract and resultant order is up to and including Top Secret.

18.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables as provided Attachment 2, Quality Assurance Surveillance Plan (QASP)/Contract Surveillance Plan (CSP). The Government will evaluate contractor performance in the areas of Quality, Schedule, Cost Control, Business Relations, Management, Small Business compliance, and other areas in accordance with the procedures and criteria established in the Attachment 2 QASP/CSP.

19.0 GOVERNMENT FURNISHED PROPERTY/INFORMATION

GFI such as training, and documentation requiring contractor review, analysis, and updating will be provided throughout the task order periods of performance. Disposition of GFI will be made at task order completion or upon the requirement completion.

20.0 PERSONNEL REQUIREMENTS

20.1 The contractor is responsible for employing and maintaining personnel throughout the entire contract that meet the minimum qualifications for the applicable labor categories listed in the Qualifications section below. Not all personnel in a labor category are required to be designated as key. The number of resumes required per labor category is shown in brackets.

20.2 Personnel must have, or be able to, obtain the appropriate security clearance as <u>outlined</u> in the <u>Security Clearance Information table below and on the DD Form 254</u>. Proof of U.S. citizenship is required to permit access to government installation, aircraft, and ships.

Note: All required experience for any of the labor categories may have been obtained concurrently. All degrees shall be obtained from an accredited college or university.

SECURITY CLEARANCE INFORMATION

Position/labor category	Security Clearance Level Required at Issuance of Task Order	Required 60 Days After Issuance of Task Order	Required 120 Days After Issuance of Task Order
Computer and Information	Secret (1)		
Research Scientist, Journeyman *			
Computer Based Training			Secret (1)
Specialist, Journeyman			
Computer Programmer,		Secret (1)	Secret (1)
Journeyman			
Computer Programmer, Junior			Secret (1)
Computer Programmer, Senior		Secret (1)	
Computer Scientist, Journeyman			Secret (1)
Computer Scientist, Junior			Secret (1)
Computer Systems Analyst,			Secret (2)
Journeyman			
Computer Systems Analyst,			Secret (1)
Junior			
Computer Systems Analyst,			Secret (1)
Senior			
Information Security Analyst,	Secret (1)		
Journeyman			
Information Security Analyst,			Secret (1)
Junior			
Logistics Analyst, Journeyman	Secret (1)		
Logistics Analyst, Junior	Secret (1)		
Logistics Engineer, Journeyman	Secret (1)		
Logistics Engineer, Junior	Secret (1)		
Logistics Engineer, Senior *	Secret (1)		
Manager, Journeyman *	Secret (1)		
Program Manager, Senior*	Secret (1)		
Program/Project Analyst,	Secret (2)		
Journeyman *			
Program/Project Analyst, Junior	Secret (1)		
Program/Project Analyst, Junior	Secret (1)		
Software Engineer, Journeyman	Secret (1)		
Software Engineer, Senior*			Secret (1)
Subject Matter Expert		Secret (1)	
(Navy Maintenance Lead),			
Journeyman*			
Subject Matter Expert (S1000D			Secret (1)

IETM Lead), Journeyman*			
Systems Analyst, Journeyman	Secret (1)		
Systems Analyst, Junior	Secret (1)		
Systems Analyst, Senior *	Secret (1)		
Technical Writer II, Junior	Secret (1)		
Training and Development	Secret (2)	Secret(1)	
Specialist, Journeyman*			

^{*} Indicates 1 Key Personnel

As this solicitation requirement will necessitate a phase-in staging plan, the number of days to obtain a clearance, by category, will be dictated by authorized task orders.

- **20.4** College Degree: All degrees shall be obtained from an "accredited college or university" as recognized by the U.S. Department of Education. This includes Associates, Bachelor's, Master's, or Doctorate degrees.
- 20.5 Degree Majors: Specific Degree requirements are stated under each labor category specified herein
- **20.6** Technical Certification Training: Specific Certification requirements are stated under each labor category specified herein.

20.7 Experience and Education Level definitions:

<u>JUNIOR</u>: A Junior labor category has less than 3 years' experience and a BA/BS degree. A Junior labor category is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.

<u>JOURNEYMAN</u>: A Journeyman labor category has 3 to 10 years of experience and a BA/BS degree. A Journeyman labor category typically performs all functional duties independently.

<u>SENIOR</u>: A Senior labor category has over 10 years of experience and a MA/MS degree. A Senior labor category typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior labor category may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job.

Additionally, the following qualification substitution chart provides standard experience/education substitutions:

Bachelor's Degree	6 years' additional work experience may be substituted for a Bachelor's Degree	Associate's Degree plus 4 years' additional work experience may be substituted for a Bachelor's Degree
Master's Degree	Bachelor's Degree plus 4 years additional work experience may be substituted for a Master's	substituted for a Bueneror 5 Begree

Years of experience shall mean full, productive years of participation. Productive years mean 52 weeks of work reduced by reasonable amounts of time for holidays, annual and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be accumulated to arrive at full years of experience. Specific requirements for fields of experience are stated under each labor category, as applicable, and specified herein.

20.8 Labor Qualifications: The following table lists the minimum labor category education and experience level/requirements, their corresponding Office of Management and Budget (OMB) and Bureau of Labor and Statistics (BLS) Standard Occupational Classification (SOC) and the functional descriptions for each professional labor category:

^(#) Indicates # of Security Clearance

Labor Category	Level	BLS SOC	Functional Description
	<u> </u>	Code	<u> </u>
Computer and Information	Journeyman	15-1111	See below (para 20.10)
Research Scientist	-		-
Computer Based Training	Journeyman	27-1014	See below (para 20.10)
Specialist			
Computer Programmer	Senior	15-1132	See below (para 20.10)
Computer Programmer	Journeyman	15-1132	See below (para 20.10)
Computer Programmer	Junior	15-1132	See below (para 20.10)
Computer Scientist	Journeyman	15-1221	See below (para 20.10)
Computer Scientist	Junior	15-1221	See below (para 20.10)
Computer Systems Analyst	Senior	15-1121	See below (para 20.10)
Computer Systems Analyst	Journeyman	15-1121	See below (para 20.10)
Computer Systems Analyst	Junior	15-1121	See below (para 20.10)
Information Security	Journeyman	15-1122	See below (para 20.10)
Analyst			
Information Security	Junior	15-1122	See below (para 20.10)
Analyst			
Logistics Analyst	Journeyman	13-1111	See below (para 20.10)
Logistics Analyst	Junior	13-1111	See below (para 20.10)
Logistics Engineer	Senior	17-2199	See below (para 20.10)
Logistics Engineer	Journeyman	17-2199	See below (para 20.10)
Logistics Engineer	Junior	17-2199	See below (para 20.10)
Manager	Journeyman	11-1021	See below (para 20.10)
Program Manager	Senior	11-1021	See below (para 20.10)
Program/Project Analyst	Journeyman	13-1111	See below (para 20.10)
Program/Project Analyst	Junior	13-1111	See below (para 20.10)
SME Navy Maintenance Lead	Journeyman	15-1111	See below (para 20.10)
SME S1000D IETM Lead	Journeyman	15-1111	See below (para 20.10)
Software Engineer	Senior	15-1252	See below (para 20.10)
Software Engineer	Journeyman	15-1252	See below (para 20.10)
Systems Analyst	Senior	13-1111	See below (para 20.10)
Systems Analyst	Journeyman	13-1111	See below (para 20.10)
Systems Analyst	Junior	13-1111	See below (para 20.10)
Technical Writer II	Junior	27-3042	See below (para 20.10)
Training and Development	Journeyman	25-1194	See below (para 20.10)
Specialist			

20.9 DEFINITIONS

As used in the minimum personnel qualification descriptions for this contract, the terms indicated are defined or their meaning qualified as follows:

Academic Year - A full or complete year of study at an accredited junior college, college, university, or other academic institution toward which at least 30 semester hours or 45 quarter hours of undergraduate study, or 18 semester hours or 27 quarter hours of postgraduate study, were completed

Accredited Institution - A post-secondary educational institution (junior college, college, university, technical trade, or professional school) that has been approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education (DoE)

Accredited Program - An educational program or course of study offered by a post-secondary educational institution and approved by an accrediting agency listed as nationally recognized by the U.S. DoE

Degree - An academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise noted, the term shall mean a degree at the bachelor, master, or doctoral levels only

Engineering or Engineering Discipline - When used in relation to educational or work experience requirements, "engineering" means any of the following specific subjects, disciplines, or areas of work experience only: aerospace, civil, computer, electrical, electronics, industrial, mechanical, nuclear, or systems.

Postgraduate Degree - A master's, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor's degree was a prerequisite.

Related Field - A field with a similar curriculum of study but is referenced by a different name.

Technical Discipline - When used in relation to educational or work experience requirements, "technical discipline" shall mean a degree in the field of Mathematics or Sciences.

Technical Rating - Completion of a U.S. Navy electronics technology related A, B or C school for Cryptologic Technician Technical (CTT), Electronics Technician (ET), Electronic Warfare Technician (EW), Fire Controlman (FC), or Information Systems Technician or the equivalent from another branch of service.

20.10 LABOR QUALIFICATIONS

KEY PERSONNEL:

Program/Project Analyst, Journeyman(Key)(1), SOC 13-1111

<u>Function</u>: Applies analytic techniques in the evaluation of program/project objectives. Analyzes requirements, status, budget and schedules. Performs management, technical, or business case analyses. Collects, completes, organizes and interprets data relating to aircraft/weapon/project acquisition and product programs. Tracks program/project status and schedules. Applies government-instituted processes for documentation, change control management and data management.

Education: No specific degree major.

Certification: No specific certifications.

Experience: Must have a minimum for four (4) years experience of the last six (6) years must have been as a team leader. Demonstrated experience in cost/benefit analysis, quality control, successful completion of critical path events and project tracking. Familiarity with SECNAV, OPNAV and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work requests, Requisitions, Contract Data Requirements List, and DD 254.

Computer and Information Research Scientist, Journeyman (Key)(1), SOC 15-1111

Function: Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software. Expertise in support of defining, integrating, and transitioning information technology solutions into DON infrastructure and systems. Analyzes the computer and information needs of the organization from an operational and strategic perspective. Ensures the availability, continuity, and security of information technology solutions. Recommends and supports process improvement initiatives.

Education: Degree must be in computer science, computer engineering, information technology, or related field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required for at least one (1) Journeyman Information Management and Technology Analyst.

Experience: At least six (6) years of experience with information systems to include working with ALE, IETM, or Navy Maintenance systems. At least four (4) years of experience integrating data from systems with at least five (5) distributed sources, a combination of directly controlled and shared/outside databases, and mix connectivity for data synchronization. Experience may be concurrent.

Manager, Journeyman (Key)(1),SOC 11-1021

<u>Function</u>: Acts as the deputy overall lead, manager and administrator for the contracted effort. Serves as the primary interface and point of contact with Government program authorities on technical and program/project issues. Oversees contractor execution of the contract requirements. Manages acquisition and employment of program/project resources.

<u>Education</u>: Degree must be in engineering, engineering management, computer science, management, program management, or business administration.

Certification: No specific certifications.

Experience: At least seven (7) years of professional Defense Acquisition experience including at least three (3) years in support of Navy Acquisition management. Must be knowledgeable of acquisition policies and procedures, and have demonstrated knowledge of, and experience with, the requirements of the DOD 5000 series. At least four (4) years of experience must be leading teams supporting Navy IETM, Planned Maintenance, or Automated Logistics systems development and sustainment teams. Experience may be concurrent.

Program Manager, Senior (Key)(1), SOC 11-1021

<u>Function</u>: Acts as the overall lead, manager and administrator for the contracted effort. Serves as the primary interface and point of contact with Government program authorities on technical and program/project issues. Oversees contractor execution of the contract requirements. Manages acquisition and employment of program resources.

<u>Education</u>: Degree must be in engineering, engineering management, computer science, management, program management, or business administration.

Certification: No specific certifications.

Experience: Experience must include three (3) years of which must have been in the previous six (6) years, in support of Navy Acquisition management; and a minimum of seven (7) years supervisory experience. At least eight (8) years of experience in the planning, organizing, directing, and executing multiple Interactive Electronic Technical Manual (IETM), Planned Maintenance System (PMS), or computer-based training development projects. Must be knowledgeable of acquisition policies and procedures, and have demonstrated knowledge of, and experience with, the requirements of the DOD 5000 series, and have demonstrated ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, and financial management when working with large and diverse teams.

Software Engineer, Senior (Key)(1), SOC 15-1252

<u>Function</u>: Research, design, and develop computer and network software or specialized utility programs. Analyze user needs and develop software solutions, applying principles and techniques of computer science, engineering, and mathematical analysis. Update software or enhance existing software capabilities. May work with computer hardware engineers to integrate hardware and software systems, develop specifications, and performance

requirements. May maintain databases within an application area, working individually or coordinating database development as part of a team.

Education: Degree must be in Engineering, Logistics, Computer Science, Information Technology, or related field.

Certification: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required.

Experience: Field of experience must be in developing and sustaining subsystem and software components. At least six (6) years of experience working with Standard Generalized Markup Language (SGML), Extensible Markup Language (XML), or development of database queries or transformation of unstructured data into standards based structured data formats. At least three (3) years of experience developing solutions distributed to USN ashore and afloat users through DoD infrastructure.

Subject Matter Expert (Navy Maintenance Lead), Journeyman (Key)(1), SOC 15-1111

<u>Function</u>: Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software. Applies expertise to support program development, project execution, business and technical operations, strategic initiatives, workforce development, or as required to support technical and organizational tasks for PMS integration within USN operational, support, and engineering/sustainment environments. Assists and leads both analysis of current or in-work systems and the planning of future systems.

Education: Degree must be in Engineering, Logistics, Computer Science, Information Technology, or related field.

Certification: An active NAVSEA Reliability Centered Maintenance (RCM) Level II certification is required.

Experience: At least nine (9) years of hands-on experience in one of the following areas: Business operations, systems requirements, operational requirements, test & evaluation, and training. Recognized expert who has demonstrated industry and public service leadership in Navy Maintenance. At least five (5) of the nine (9) years demonstrated experience with Navy's Maintenance and Material Management 3M system and Planned Maintenance System (PMS). Working knowledge including interpretation and demonstrated use of NAVSEA 4790 3M Manual.

Subject Matter Expert (S1000D IETM Lead), Journeyman (Key)(1), SOC 15-1111

<u>Function</u>: Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software. Applies expertise to support program development, project execution, business and technical operations, strategic initiatives, workforce development, or as required to support technical and organizational tasks for S1000D, IETM, and ALE.

<u>Education</u>: Degree must be in logistics, mathematics, computer science, computer engineering, information technology, or related field.

Certification: No specific certifications.

Experience: At least nine (9) years of hands-on experience in one of the following areas: Business operations, systems requirements, operational requirements, test & evaluation, and training. Recognized expert who has demonstrated industry and public service leadership in S1000D and IETM technology. At least (5) of the nine (9) years to include demonstrated experience working with USN S1000D and ALE, drafting and reviewing DoD 5000 acquisition materials, evaluating IETM content, and assisting government verification efforts for IETM usability.

Systems Analyst, Senior (Key)(1), SOC 13-1111

<u>Function:</u> Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively.

<u>Education:</u> Degree must be in computer science, computer engineering, information systems, physical science, or business field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level 1 certification is required for at least one (1) Senior Systems Analyst.

Experience: Field of experience in a technical analysis position with mid-sized client-server systems in systems analysis, software design, software development and database administration. Demonstrated knowledge of quality assurance, quality control, and independent verification and validation techniques. Demonstrated knowledge of system acquisition practices required to design, develop, integrate, test and manufacture a major system. At least six (6) years of experience translating functional objectives into systems designs, consolidating complex data from separate sources into analytic tools, optimizing tools and processes, leading the instructional design of Navy Computer Based Training (CBT) software or leading the requirements/architectural analysis of systems supporting NAVSEA planned maintenance.

Logistics Engineer, Senior (Key)(1), SOC 17-2199

<u>Function</u>: Has programmatic or technical leadership roles in identifying, formulating, designing and/or testing practical solutions to integrated logistics, sustainment, reliability, or human performance problems. Guides the development and integration complex systems into the appropriate DOD and/or Federal infrastructures (policy, information technology, operational, and engineering).; Applies systems engineering methods and tools and when appropriate, conduct research in applied systems engineering to advance the field.

<u>Education:</u> Degree must be in systems engineering, computer science, computer engineering, information systems, logistics, or related field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level II certification is required for at least two (2) Senior Logistics Engineers.

Experience: Field of experience in an engineering position, with at least three (3) years' experience directly related to Naval systems. Demonstrated knowledge in area of engineering expertise. At least four (4) years' experience analyzing Naval ship systems integration, automated logistics, or air/ship integration. At least one Systems Engineer, Senior must demonstrate at least four (4) years' experience optimizing NAVSEA Maintenance Requirement Cards (MRCs) across configuration sets.

Training and Development Specialist, Journeyman (Key)(1), SOC 13-1151

<u>Function</u>: Design and conduct training and development programs to improve individual and organizational performance. Researches and analyzes new or revised technical documentation and information concerning advances in military weapons systems and support systems technology. Designs, develops, and prepares structured training material, presentation materials, and courses of study related to the operation or maintenance of military weapon systems and support systems. Works to implement program use of the training courses and materials that are developed.

Education: Degree in Education, Psychology, Organizational Learning, Human Factors, or related field.

<u>Experience</u>: At least eight (8) years of experience establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process. Three (3) of the eight (8) years of experience shall include specifically applying the ISD process to the development of self-paced CBTs.

NON-KEY PERSONNEL

Program/Project Analyst, Journeyman, SOC 13-1111

<u>Function</u>: Applies analytic techniques in the evaluation of program/project objectives. Analyzes requirements, status, budget and schedules. Performs management, technical, or business case analyses. Collects, completes, organizes and interprets data relating to aircraft/weapon/project acquisition and product programs. Tracks program/project status and schedules. Applies government-instituted processes for documentation, change control management and data management.

Education: No specific degree major.

Certification: No specific certifications.

Experience: At least two Journeyman Program/Project Analysts must have a minimum two (2) years experience of the last six (6) years as a team leader. Demonstrated experience in cost/benefit analysis, quality control, successful completion of critical path events and project tracking. Familiarity with SECNAV, OPNAV and OSD forms related to PPBS, Military Interdepartmental Procurement Requests, Work requests, Requisitions, Contract Data Requirements List, and DD 254.

Program/Project Analyst, Junior, SOC 13-1111

<u>Function</u>: Applies analytic techniques in the evaluation of program/project objectives. Analyzes requirements, status, budget and schedules. Performs management, technical, or business case analyses. Collects, completes, organizes and interprets data relating to aircraft/weapon/project acquisition and product programs. Tracks program/project status and schedules. Applies government-instituted processes for documentation, change control management and data management.

Education: No specific degree major.

Certification: No specific certifications.

Experience: No specific field of experience other than what is identified in the function description above.

Computer Based Training Specialist, Journeyman, SOC 27-1014

<u>Function</u>: Create special effects, animation, or other visual images using film, video, computers, or other electronic tools and media for use in products or creations, such as computer games, movies, music videos, and commercials. The Computer Based Training Specialist works with courseware production team to design and develop interactive computer based courseware. Uses specialized computer software and/or hardware to develop, integrate and edit instructional text, audio, graphics, animation, and video for interactive presentations.

Education: Degree in computer science, multimedia, education, graphics design, or related field.

Certification: No specific certifications.

Experience: At least three (3) year of experience performing functional duties for commercial, academic, or DoD communities is required.

Computer Programmer, Junior, SOC 15-1132

<u>Function</u>: Develop, create, and modify general computer applications software or specialized utility programs. Analyze user needs and develop software solutions. Design software or customize software for client use with the aim of optimizing operational efficiency. May analyze and design databases within an application area, working individually or coordinating database development as part of a team.

Education: Degree must be in computer science, computer engineering, information technology, or related field.

Certification: No specific certifications.

Experience: Field of experience must include at least one (1) year of software programming experience to include C++, Java, HTML, CSS, or C#.

Computer Programmer, Journeyman, SOC 15-1132

<u>Function</u>: Develop, create, and modify general computer applications software or specialized utility programs. Analyze user needs and develop software solutions. Design software or customize software for client use with the aim of optimizing operational efficiency. May analyze and design databases within an application area, working individually or coordinating database development as part of a team. May supervise computer programmers.

Education: Degree must be in computer science, computer engineering, information technology, or related field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required for at least two (2) Journeyman Computer Programmers.

Experience: Field of experience must include at least four (4) years of Software Design, and Development, and at least two (2) years programming experience with one or more of the following programming languages or technologies: C#, Microsoft ASP.NET, Adobe Flash, JavaScript, eXtensible Markup Language (XML), eXtensible Stylesheet for Transformations (XSLT), Standard Generalized Markup Language (SGML), or Structured Query Language (SQL). Note: Experience may be concurrent.

Computer Programmer, Senior, SOC 15-1132

<u>Function</u>: Develop, create, and modify general computer applications software or specialized utility programs. Analyze user needs and develop software solutions. Design software or customize software for client use with the aim of optimizing operational efficiency. May analyze and design databases within an application area, working individually or coordinating database development as part of a team. May supervise computer programmers.

Education: Degree must be in computer science, computer engineering, information technology, or related field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required for at least one (1) Senior Computer Programmer.

Experience: Field of experience must include at least six (6) years of Software Design, and Development, and Test and Evaluation and at least five (5) year programming experience with one or more of the following programming languages or technologies: C#, Microsoft ASP.NET, Adobe Flash, JavaScript, eXtensible Markup Language (XML), eXtensible Stylesheet for Transformations (XSLT), Standard Generalized Markup Language (SGML), or Structured Query Language (SQL). Four (4) years of experience, to include: Database development, Web page design, Computer Based Training development, and using .NET tools and .net Integrated Development Environment tools, asp.net, SQL Server, and HTML editor tools. Note: Experience may be concurrent.

Computer Scientist, Junior, SOC 15-1221

<u>Function</u>: Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software.

<u>Education</u>: Degree must be in computer science, computer engineering, mathematics, information systems (not management), or related field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required for one (1) Junior Computer Scientist.

Experience: Field of experience must include at least one (1) year of experience performing computer scientist functions in one or more of the following programming languages or technologies: Navy software development, NMCI integration, eXtensible Markup Language (XML), eXtensible Stylesheet for Transformations (XSLT), Standard Generalized Markup Language (SGML), or Structured Query Language (SQL).

Computer Scientist, Senior, SOC 15-1221

<u>Function</u>: Conduct research into fundamental computer and information science as theorists, designers, or inventors. Develop solutions to problems in the field of computer hardware and software.

<u>Education</u>: Degree must be in computer science, computer engineering, mathematics, information systems (not management), or related field.

Certification: No specific certifications.

Experience: At least five (5) years of experience, to include: Software Design, Development, and Test and Evaluation. Three (3) of the five (5)years of programming experience with one or more of the following programming languages or technologies: C#, Microsoft ASP.NET, Adobe Flash, JavaScript, eXtensible Markup Language (XML), eXtensible Stylesheet for Transformations (XSLT), Standard Generalized Markup Language (SGML), Structured Query Language (SQL). Three (3) years of experience, to include: Database development, Web page design, Computer Based Training development, and using .NET tools and .net Integrated Development Environment tools, asp.net, SQL Server, and HTML editor tools. Experience may be concurrent.

Computer Systems Analyst, Junior, SOC 15-1121

<u>Function</u>: Analyze science, engineering, business, and other data processing problems to implement and improve computer systems. Analyze user requirements, procedures, and problems to automate or improve existing systems and review computer system capabilities, workflow, and scheduling limitations. May analyze or recommend commercially available software.

Education: Degree must be in computer science, computer engineering, information technology, or related field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required for one (1) Junior Computer Systems Analyst.

Experience: Field of experience must include at least three (3) years of translating functional objectives into system designs, consolidating complex data from separate sources into analytic tools, and optimizing tools and processes. Demonstrated knowledge of Shareable Content Object Reference Model (SCORM) standards and experience designing CBT software OR identifying patterns of anomaly, optimization candidates, or leading system failure indicators in Naval maintenance data using Fleet provided scheduled and event driven data.

Computer Systems Analyst, Journeyman, SOC 15-1121

<u>Function</u>: Analyze science, engineering, business, and other data processing problems to implement and improve computer systems. Analyze user requirements, procedures, and problems to automate or improve existing systems and review computer system capabilities, workflow, and scheduling limitations. May analyze or recommend commercially available software.

Education: Degree must be in computer science, computer engineering, information technology, or related field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required for at least two (2) Journeyman Computer Systems Analysts.

Experience: Field of experience must include at least six (6) years defining requirements, translating functional objectives into system designs, consolidating complex data from separate sources into analytic tools, and optimizing tools and processes. Demonstrated knowledge of applying Shareable Content Object Reference Model (SCORM) standards or three (3) years of experience in Naval maintenance systems. At least two (2) Computer Systems Analysts II shall have experience in translating requirements for Consolidated Afloat Networks and Enterprise Services (CANES), Common PC Operating System Environment (COMPOSE), and/or Navy Information Application Product Suite (NIAPS) deployed ship systems into data repositories; OR optimizing media content for distribution across Naval IT infrastructure through blended streaming, pre-loading, background loading, and compression; OR integration of COTS operational user manuals, systems engineering data/schematics, test/use cases, or Navy Fleet feedback into IETMs or CBT with Level 2+ user interactivity; OR identifying patterns of anomaly, optimization candidates, or leading systems failure indicators in Naval maintenance data using Fleet provided scheduled and event driven data.

Computer Systems Analyst, Senior, SOC 15-1121

<u>Function</u>: Analyze science, engineering, business, and other data processing problems to implement and improve computer systems. Analyze user requirements, procedures, and problems to automate or improve existing systems and review computer system capabilities, workflow, and scheduling limitations. May analyze or recommend commercially available software.

Education: Degree must be in computer science, computer engineering, information technology, or related field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required for one (1) Computer Systems Analyst, Senior.

Experience: Field of experience must include ten (10) years defining requirements, translating functional objectives into systems designs, consolidating complex data from separate sources into analytic tools, and optimizing tools and processes. Demonstrated knowledge of applying Shareable Content Object Reference Model (SCORM) standards or three (3) years of experience in Naval maintenance systems. Required experience includes four (4) years translating requirements for Consolidated Afloat Networks and Enterprise Services (CANES), Common PC Operating System Environment (COMPOSE), and/or Navy Information Application Product Suite (NIAPS) deployed ship systems into data repositories; OR optimizing media content for distribution across DoD IT infrastructure through blended streaming, pre-loading, background loading, and compression; OR integration of COTS manuals, systems engineering data/schematics, test/use cases, or Military Maintainer feedback into IETMs or CBT with Level 2+ user interactivity; OR identifying patterns of anomaly, optimization candidates, or leading systems failure indicators in Naval maintenance data using Fleet provided scheduled and event driven data.

Information Security Analyst, Junior, SOC 15-1122

<u>Function</u>: Plan, implement, upgrade, or monitor security measures for the protection of computer networks and information. May ensure appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure. May respond to computer security breaches and viruses.

<u>Education</u>: Degree must be in computer science, cyber security, information systems, information security, computer engineering, or related field.

Certification: No specific certifications.

Experience: No specific field of experience other than what is identified in the function description above.

Information Security Analyst, Journeyman, SOC 15-1122

<u>Function</u>: Plan, implement, upgrade, or monitor security measures for the protection of computer networks and information. May ensure appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure. May respond to computer security breaches and viruses.

<u>Education</u>: Degree must be in computer science, cyber security, information systems, information security, computer engineering, or related field.

Certification: No specific certifications.

Experience: At least seven (7) years of practical computer security experience in secure network and system design, analysis, procedure/test generation, test execution and implementation of computer/network security mechanisms. At least three (3) of the seven (7) years of experience applying information security and Navy directed IT systems accreditation to Fleet fielded systems.

Logistics Analyst, Junior, SOC 13-1111

<u>Function</u>: Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively.

Education: No specific degree major.

Certification: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required.

<u>Experience</u>: At least one (1) year of experience in defense life-cycle (acquisition) logistics support of electronic systems, to include logistics principles, practices, and processes or one (1) year of USN Fleet Maintenance experience.

Logistics Analyst, Journeyman, SOC 13-1111

<u>Function</u>: Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively.

Education: No specific degree major.

Certification: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required.

Experience: At least six (6) years of experience in defense life-cycle (acquisition) logistics support of electronic systems, to include logistics principles, practices, and processes or six (6) years of USN Fleet Maintenance experience. At least three (3) of the six (6) years of experience working with Navy 3M system, including PMS schedules, feedback reports, parts and materials. Experience analyzing 3M data and shipboard equipment and systems.

Software Engineer, Journeyman, SOC 15-1252

<u>Function</u>: Research, design, and develop computer and network software or specialized utility programs. Analyze user needs and develop software solutions, applying principles and techniques of computer science, engineering, and mathematical analysis. Update software or enhance existing software capabilities. May work with computer hardware engineers to integrate hardware and software systems, develop specifications, and performance requirements. May maintain databases within an application area, working individually or coordinating database development as part of a team.

Education: Degree must be in computer science, computer engineering, engineering, or related field.

Certification: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required.

<u>Experience</u>: At least four (4) years of experience with Navy's 3M system and Planned Maintenance System (PMS) or four (4) years of experience with XML development/integration.

Systems Analyst, Journeyman, SOC 13-1111

<u>Function:</u> Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively.

<u>Education</u>: Degree must be in computer science, computer engineering, information systems, physical science, engineering, business, or related field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required for at least one (1) Journeyman Systems Analyst.

Experience: Field of experience must demonstrate knowledge of quality assurance, quality control, and independent verification and validation techniques, as well as knowledge of system acquisition practices required to design, develop, integrate, test and manufacture a major system. At least one Systems Analyst, Journeyman must demonstrate two (2) or more years' experience with data analytics.

Systems Analyst, Junior, SOC 13-1111

<u>Function:</u> Conduct organizational studies and evaluations, design systems and procedures, conduct work simplification and measurement studies, and prepare operations and procedures manuals to assist management in operating more efficiently and effectively.

<u>Education</u>: Degree must be in computer science, computer engineering, information systems, physical science, engineering, business, or related field.

Certification: No specific certifications.

Experience: No experience required.

Logistics Engineer, Journeyman, SOC 17-2199

<u>Function</u>: Has programmatic or technical leadership roles in identifying, formulating, designing and/or testing practical solutions to integrated logistics, sustainment, reliability, or human performance problems. Guides the development and integration complex systems into the appropriate DOD and/or Federal infrastructures (policy, information technology, operational, and engineering).; Applies systems engineering methods and tools and when appropriate, conduct research in applied systems engineering to advance the field.

<u>Education</u>: Degree must be in systems engineering, computer science, computer engineering, information systems, logistics, engineering, or related field.

<u>Certification</u>: An active NAVSEA Reliability Centered Maintenance (RCM) Level I certification is required for at least two (2) Journeyman Logistic Engineers.

Experience: At least three (3) years of experience performing functional duties. At least one (1) of the three (3) years of experience analyzing Naval ship systems integration, automated logistics, or air/ship integration.

Logistics Engineer, Junior, SOC 17-2199

<u>Function</u>: Has programmatic or technical leadership roles in identifying, formulating, designing and/or testing practical solutions to integrated logistics, sustainment, reliability, or human performance problems. Guides the development and integration complex systems into the appropriate DOD and/or Federal infrastructures (policy, information technology, operational, and engineering).; Applies systems engineering methods and tools and when appropriate, conduct research in applied systems engineering to advance the field.

<u>Education</u>: Degree must be in systems engineering, computer science, computer engineering, information systems, logistics, engineering, or related field.

Certification: No specific certifications.

Experience: No experience required.

Technical Writer II, Junior, SOC 27-3042

<u>Function:</u> Write technical materials, such as equipment manuals, appendices, or operating and maintenance instructions. May assist in layout work.

Education: High School diploma or GED.

<u>Experience</u>: At least two (2) years of experience preparing technical, training, or information system related materials for use within the DoD environment.

ABBREVIATIONS AND ACRONYMS

3M Maintenance Material Management AAP Abbreviate Acquisition Program

ACAT Acquisition Category

ADL Advanced Distributed Learning ADP Automated Data Processing ASN Assistant Secretary of the Navy

BMMP Business Management Modernization Program

C&A Certification and Accreditation

C4I Command, Control, Communications, Computers, and Intelligence

CACs Common Access Cards

CANES Consolidated Afloat Networks and Enterprise Services

CBT Computer-based Training CCA Clinger-Cohen Act

CDMD-OA Configuration Data Management Database-Open Architecture system

CIO Command Information Officer CND Computer Network Defense

COMSEC Information Assurance and Communications Security

CONUS Contiguous United States

COR Contracting Officer's Representative

COTS Commercial Off-the-Shelf

CSDP Certified Software Development Professional CSEP Certified Software Engineering Professional

CSP Contract Surveillance Plan

CTT Cryptologic Technician Technical
CUI Controlled Unclassified Information

CWS Compressed Work Schedule

DADMS DoN Application Database Management System

DDG Guided Missile Destroyer

DTM

DISA Defense Information Systems Agency
DISN Defense Information System Network
DoD DoD or DOD – Department of Defense

Directive-Type Memorandum

DoDD Department of Defense Directive
DoDI Department of Defense Instruction
DoE U.S. Department of Education
DoN Department of the Navy
DTD Document Type Definitions

ECMRA Enterprise-Wide Contractor Manpower Reporting Application

EIA Electronics Industries Association

eMass Enterprise Mission Assurance Support Service

ET Electronics Technician

EW Electronic Warfare Technician FAM Functional Area Manager

FC Fire Controlman

FIPS PUB Federal Information Processing Standards Publications

FTR Federal Travel Regulations

FY Fiscal Year

GFI Government Furnished Property/Information

GFS Government-Furnished Support

GIG Global Information Grid GOTS Government Off-the-Shelf IA Information Assurance

IEEE Institute of Electrical & Electronics Engineers
IETM Interactive Electronic Technical Manuals

ILS Integrated Logistics Support

IP Internet Protocol

IPT Integrated Process Team
ISEAs In Service Engineering Agents

ISNS Integrated Shipboard Network System

ISP Inspection System Plan IT Information Technology

ITPR Information Technology Purchase Request

LMS Learning Management System

LOA Letter of Authorization

MCAD Microsoft Certified Applications Developer

MCALMS Marine Corps Aviation Learning Management System

MCDBA Microsoft Certified Database Administrator MCSD Microsoft Certified Solutions Developer

MIP Maintenance Index Page

MIS Management Information System
MOA Memorandum of Agreement
MRC Maintenance Requirement Cards
NAVAIR Naval Air Systems Command
NAVSEALOGCENs NAVSEA Logistics Centers

NAWCAD Naval Air Warfare Center - Aircraft Division NIAPS Navy Information and Application Product Suite

NIOC Navy Information Operations Command

NISPOM National Industrial Security Program Operating Manual

NIST National Institute of Standards and Technology

NKO Navy Knowledge Online NMCI Navy Marine Corps Intranet

NPE Navy PMS Editor

NR KPP Net Ready Key Performance Parameter NSDD National Security Decision Directive

NSIV NAVAIR Standard IETM Viewer

NSS National Security Systems NWHs Normal Working Hours

OARS Open Architectural Retrieval System OCONUS Outside of Continental United States

OCP Oracle Certified Professional

ODC Other Direct Costs

OPNAV Office of the Chief of Naval Operations

OPSEC Operations Security

OSD Office of the Secretary of Defense PCO Procuring Contracting Officer

PK Public Key

PKI Public Key Infrastructure
PMS Planned Maintenance System
PPP Program Protection Plan

PPSM Ports, Protocols, and Services Management

PSCs Product Service Codes QA Quality Assurance

QASP Quality Assurance Surveillance Plan

R&M Reliability & Maintainability
RCM Reliability Centered Maintenance
RMF Risk Management Framework

SAAR-N Systems Authorization Access Request Navy

SCGs Security Classification Guides

SCORM Shareable Content Object Reference Model

SDP Software Development Plan SENAVINST Secretary of the Navy Instruction

SGML Standard Generalized Markup Language

SHIPALTs Ship Alterations SOW Statement of Work SP Special Publication

SPII Software Process Improvement Initiative

SPOT Synchronized Pre-Deployment & Operational Tracker

SQL Structured Query Language TDL Technical Direction Letters TFRs Tailored Force Revisions

TYCOM Type Commanders

UTNProtect Unclassified Trusted Network Protection

VPN Virtual Private Network WRA Web Risk Assessment

XSL-FO eXtensible Stylesheet Language-Formatting Objects

XML eXtensible Markup Language

XSLT eXtensible Stylesheet for Transformations

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)

The Contractor's Technical Proposal Number [TBD], dated [TBD], and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

CLAUSES INCORPORATED BY FULL TEXT

C-TXT-ECMRA REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the "NAVAIR/AIR 4.11 C4I Operational Maintenance & Engineering Training via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom Telecommunications Transmission (D304) and Internet (D322) ONLY.
 - (5) S, Utilities ONLY;
 - (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address "https://doncmra.nmci.navy.mil".

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at "https://doncmra.nmci.navy.mil".

Section D - Packaging and Marking

SECTION D

Items 0001, 0002, 0003, 0004 and 0005

Packaging and Markings are not applicable to these items.

Items 0006, 0007, 0008 and 0009

Packaging and Markings are not applicable to these items.

Items 0010, 0011, 0012, 0013, and 0014

Packaging and Markings for Material shall be in accordance with best commercial practices or as specified in the task order.

Items 0015 and 0016

The data to be furnished hereunder shall be packaged, packed and marked in accordance with Exhibit A, DD Form 1423, Contract data requirement List (CDRL).

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)

- (a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.
- (b) The contractor shall prominently display on the cover of each report the following information:
 - (1) Name and business address of contractor.
 - (2) Contract Number/Delivery/Task order number.
 - (3) Contract/Delivery/Task order dollar amount.
 - (4) Whether the contract was competitively or non-competitively awarded.
 - (5) Name of sponsoring individual.
 - (6) Name and address of requiring activity.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR)(SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

Section E - Inspection and Acceptance

SECTION E

<u>Items 0001, 0002, 0003, 0004 and 0005</u> – The services to be furnished to shall be inspected and accepted in accordance with (IAW) NAVAIR clause 5252.246-9512.

<u>Items 0006, 0007, 0008, and 0009</u> – The services to be furnished to shall be inspected and (IAW) NAVAIR clause 5252.246-9512.

<u>Items 0010, 0011, 0012, 0013, and 0014</u> – The travel to be furnished to shall be inspected and accepted IAW NAVAIR clause 5252.246-9512. The material to be furnished hereunder shall be inspected and accepted IAW NAVAIR clause 5252.246-9512.

<u>Items 0015 and 0016</u> - The data to be furnished hereunder shall be inspected and accepted IAW NAVAIR clause 5252.246-9514.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
Destination	Government	Destination	Government
Destination	Government	Destination	Government
Destination	Government	Destination	Government
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CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

5252,246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)

- (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the COR at the task order level.
- (b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment #4 to this contract entitled Data Item Transmittal/Acceptance/Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the <u>ten days</u> after the contractor delivered the supplies or performed the services.

Section F - Deliveries or Performance

SECTION F

<u>Item 0001-0016:</u> The ordering period for this contract is five years. The specific Period of Performance (POP) for individual task order will be defined at the task order level.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 07-MAR-2018 TO 06-MAR-2023	N/A	NAVAL AIR WARFARE CENTER (PAX) RECEIVING OFFICER 17134 WEBSTER FIELD BLDG 8225 ST INIGOES MD 20684-0010 FOB: Destination	N3555A
0002	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0003	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0004	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0005	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0006	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0007	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
8000	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0009	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0010	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0011	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A

0012	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0013	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0014	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0015	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A
0016	POP 07-MAR-2018 TO 06-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3555A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

- (a) The contract shall commence on <u>the date of award</u> and shall continue <u>for 60 months</u>. However, the period of performance may be extended in accordance with the option provisions contained herein.
- (b) If DFAR Clause 252.216-7006, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (NAVAIR)(MAR 1999)

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is \$10,000.00 the maximum quantity is TBD at contract Award.

CLAUSES INCORPORATED BY FULL TEXT

5252,247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

- (a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.
 - (1) PCO, Code N/A.
 - (2) ACO, Code N/A.
 - (3) COR, Code TBD at the time of Award
- (b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.
- (c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.
- (d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.
- (e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.
- (f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.
 - (g) DD Form 1423, Block 14 Mailing Addresses: TBD

Section G - Contract Administration Data

SECTION G

PGI 204.7108 PAYMENT INSTRUCTIONS will be specified at the Task Order Level

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.216-7006	Ordering	MAY 2011
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
	Reports	
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions, as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
 - (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
 - (1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table* Field Name in WAWF Data to be entered in WAWF Pay Official DoDAAC: *To Be Completed at Time of Award Issue By DoDAAC: *To Be Completed at Time of Award Admin DoDAAC: *To Be Completed at Time of Award Inspect By DoDAAC: *To Be Completed at Time of Award *To Be Completed at Time of Award Ship To Code: Ship From Code: *To Be Completed at Time of Award *To Be Completed at Time of Award Mark For Code: Service Approver (DoDAAC): *To Be Completed at Time of Award *To Be Completed at Time of Award Service Acceptor (DoDAAC): Accept at Other DoDAAC: *To Be Completed at Time of Award LPO DoDAAC: *To Be Completed at Time of Award *To Be Completed at Time of Award DCAA Auditor DoDAAC: *To Be Completed at Time of Award Other DoDAAC(s):

- (*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")
- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

___*To Be Completed at Time of Award _____

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

- (g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6
 - (2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR)(SEP 2012)

- (a) The Contracting Officer has designated TBD as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: TBD
 - (b) The effective period of the COR designation is the period of performance of this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

- (a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than <u>bi-weekly</u> based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as [the dollars per hour (based on the fixed fee divided by the level of effort in hours) if a level of effort order; or "related provisional payment on account of allowable cost is to the total estimated cost of the contract or order" if a completion order]. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment," and 52.216-8, "Fixed Fee."
- (b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.
 - (c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.
 - (d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR)(OCT 2005)

- (a) This contract is incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE

[CLIN TBD @Award] \$[dollar amount TBD @Award]

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

PERIOD OF

ITEM(S) ALLOTTED TO COST PERFORMANCE

[CLIN TBD @Award] \$[dollar amount TBD @Award] [TBD]

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

- (a) Contract Administration Office.
- (1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.
 - (b) Special Instructions (see FAR 42.202(b) and (c)):
 - (1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
FAR 42.302(a) or DFARS 242.302(a)(3)(51)(57)	PCO
FAR 42.302(a) (16), (30), (38), (40), (41), (42),	COR
(51), (57), (58), (67)	

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
Insert function from FAR 42.302(b), (1), (4), (6)	ACO

(c) Inquiries regarding payment should be referred to: MyInvoice at https://myinvoice.csd.disa.mil/index.html.

Section H - Special Contract Requirements

H-1 MATERIALS CLAUSE

Section H - Special Contract Requirements

H-1 MATERIALS CLAUSE

H-1 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL NAVAIR (Variation) (January 2017)

(a) During the performance of this contract it may be necessary for the contractor to procure material to immediately respond to system development requirements, system failures, and system operation requirements. This is a service contract and the procurement of material or other direct costs (ODCs) of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. The term "material" includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment and software. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), The Defense Federal Acquisition Regulation Supplement (DFARS), and the applicable Department of the Navy regulations and instructions.

The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of the contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

(b) List of Allowable Materials:

Software:

Software Licenses (e.g. Word Processors, Database Managers, Graphics and Media Packages, etc.), Customized Software, and Miscellaneous Software. Per DFARS 208.7402, if the required commercial software is available from the Department of Defense (DoD) inventory under an Enterprise Software Agreement (ESA), the software shall be purchased in accordance with the DoD Enterprise Software Initiative (ESI); unless a waiver is approved in accordance with DFARS Procedures, Guidance and Information (PGI) 208.7401.

Miscellaneous Material:

Binders, data storage medium, dividers, deliverable/documentation consumables, shipping/freight supplies/services, training supplies, courseware media, standards from professional and public/private pathnership organization (e.g. IEEE, AIA, etc), and reference materials.

- (c) In addition to COR and/or Contracting Officer approvals listed below, IT resources may not be procured unless the approvals required by Department of Defense purchasing procedures have been obtained. IT resources are defined as any equipment and or interconnected system and/or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data information. IT resources include personal computers, laptops, printers, software, servers, hubs, routers, phones, facsimile machines and any related maintenance, telecommunications, training, or other support services. To obtain IT approval the contractor shall prepare an IT Request within the Navy Information Dominance Approval System (NAV-IDAS) with a complete list of items to be obtained. The IT approval shall be provided to the COR prior to procurement.
- (d) Prior written approval from the COR and/or Contracting Officer shall be required for all purchases of material (IT resources or non-IT resources) in accordance with the dollar thresholds listed below. Requests for approval shall include a list of the material to be procured, an explanation of the need for the material, IT approval (if applicable), a listing of quotes received, the reason for the selected source, and the determination of price reasonableness. If the procurement is sole sourced to a particular supplier, include the rationale for limiting the procurement to that supplier.

Only material included in the above List of Allowable Material may be procured under this contract. No material with a unit cost of \$150,000 or greater shall be procured under this contract. No single procurement with a total value, that is the sum of all items, of \$700,000.00 or greater may be procured under this contract. Procurements will not be split to circumvent these thresholds.

When it is necessary for the contractor to procure material to immediately respond to emergency requirements, the contractor shall obtain prior verbal authorization from the COR to be followed by written COR authorization within the next business day of the procurement. The written authorization must reference when the verbal authorization from the COR occurred. These emergency requirements are for any items with a total value greater than \$3,500.00. For procurement of all software licenses regardless of total value, COR and Contracting Officer approval is required. If the COR approves the request, the COR shall provide the request for the approval to the Contracting Officer. The Contracting Officer shall provide notification of disapproval or approval to the COR and Contractor. For procurements of any items (excluding software licenses) with a total value, \$3,500.00 and below no COR or Contracting Officer approval is required.

For procurements of any items (excluding software licenses) with a total value between \$3,500.01 and \$150,000.00 COR approval is required.

For procurements of any items (excluding software licenses) with a total value greater than \$150,000.00, COR and Contracting Officer approval is required. If the COR approves the request, the COR shall provide the request for approval to the Contracting Officer. The Contracting Officer shall provide notification of disapproval or approval to the COR and Contractor.

H-2 STREAMLINED ORDERS

H-2 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES NAVAIR 5252.216-9540 (Variation) (Oct 2016)

- (a) Unless the procedures in paragraph (b) are utilized, orders will be issued under this contract using the following streamlined procedures:
- (1) For each proposed order, the contracting officer will provide the contractor with a letter including an enclosed DD 1155 Task Order.
- (2) Within three (3) working days of receipt of the letter and order, the contractor will respond with the signed DD 1155. If the requirement remains valid, the task order shall be considered negotiated and a bilaterally executed order will be issued to the contractor.
- (3) If the contractor does not agree with the order, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the order, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.
- (b) For orders under \$150,000, the procedures for reaching agreement are as follows:
- (1) The Ordering Officer shall issue a fully funded, unilaterally executed order representing a firm order for the total requirement.
- (2) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the order, the contractor shall:
 - (i) notify the Ordering Officer within three (3) working days of receipt of the order;
- (ii) submit a proposal for the work requested in the order within five (5) working days of receipt of the order; and
- (iii) not commence performance until such time that the differences between the order and contractor's proposal are resolved and a modification, if necessary, is issued.

CLAUSES INCORPORATED BY FULL TEXT

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following location: *Manama, Bahrain*. When contractor employees are in transit, all checked blocks are considered authorized. NOTE: The services marked in this special clause must be consistent with information marked on the approved GFKSV form.

U.S. Cluzens		
[] APO/FPO/MPO/DPO/Postal Services [] Authorized Weapon***** [] Billeting*** [] CAAF* [X] Controlled Access Card (CAC) [X] Installation Access Badge [X] Military Exchange [] Embassy Services Kabul**	[] DFACs**** [] Excess Baggage [] Fuel Authorized [] Govt Furnished Meals**** [] Military Banking [] Laundry [] None	 [] Mil Issue Equip [] MILAIR (inter/intra theater) [X] MWR [] Transportation [] Military Clothing
Third-Country National (TCN) Employees		
[] N/A [] Authorized Weapon***** [] Billeting*** [] CAAF* [] Controlled Access Card (CAC) [] Installation Access Badge [] Military Exchange	[] DFACs**** [] Excess Baggage [] Fuel Authorized [] Govt Furnished Meals**** [] Military Banking [] Laundry [] None	 [] Mil Issue Equip [] MILAIR (inter/intra theater) [] MWR [] Military Clothing [] Transportation [] All
Local National (LN) Employees		
[] N/A [] Authorized Weapon***** [] Billeting*** [] CAAF* [] Controlled Access Card (CAC) [] Installation Access Badge [] Military Exchange	[] DFACs**** [] Excess Baggage [] Fuel Authorized [] Govt Furnished Meals**** [] Military Banking [] Laundry [] None	[] Mil Issue Equip [] MILAIR (intra theater) [] MWR [] Military Clothing [] Transportation [] All
-	·	[] / 111

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

*****Military Banking indicates "approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

^{*}CAAF is defined as Contractors Authorized to Accompany Forces.

^{***}Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

*** Afghanistan Life Support. Due to drawdown of base life support facilities throughout the country, standards will be lowering to an "expeditionary" environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

****Check the "DFAC" AND "Government Furnished Meals" boxes is the contractor will have access to the DFAC at no cost. "Government Furnished Meals" (GFM) is defined as meals at no cost to the contractor (e.g., MREs, or meals at the DFAS. If GFM is checked, "DFAC" must also be checked.

*****Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer's Representative and in CAAMS.

SPECIAL NOTE - US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR - MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

5252,204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY(IT) (NAVAIR)(SEP 2012)

- (a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf.
- (b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [the COR identified in NAVAIR clause 5252.201-9501] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.
- (c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.
- (d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

- (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.
- (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in **Attachment 3**. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.
- (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.
 - (d) Definitions. For purposes of application of this clause only, the following definitions are applicable:
 - (1) "System" includes system, major component, subassembly or subsystem, project, or item.
 - (2) "Nondevelopmental items" as defined in FAR 2.101.
 - (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
 - (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
 - (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
 - (6) "Consultant services" as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
 - (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.
 - (e) Contracting restrictions.
- [X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of three years after the date of completion of the contract. (FAR 9.505-1(a))
- [X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of three years after the terms of this contract. (FAR 9.505-2(a)(1))
- [X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless

the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three years after the terms of this contract. (FAR 9.505-2(b)(1))

- [X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)
- [X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)
- [X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with three years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))
- [X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.
- (f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.
- (g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the

contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) A description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
 - (2) A description of the work to be performed;
 - (3) The dollar amount:
 - (4) The period of performance; and
- (5) A description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

- (a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:
 - (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR)(JUN 2009)

- (a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.
- (b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

- (a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.
- (b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Office of Counsel, Code K00000D

Naval Air Warfare Center Weapons Division

1 Administration Circle, Stop 1009

China Lake, California 93555-6100

- (c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.
 - (d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.
- (e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR)(FEB 2009)

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
- (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, [52.228-7,"Insurance-Liability to Third Persons"] and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$\frac{\$200,000}{}\$ per person and \$\frac{\$500,000}{}\$ per accident for bodily injury and \$\frac{\$500,000}{}\$ per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252,232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013)

- (a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.
- (b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:
- (1) The Contractor shall provide the <u>Contracting Officer's Representative (COR)</u> a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).
- (2) The <u>COR</u> will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Procuring Contracting Officer.
 - (c) Travel Policy.
- (1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).
- (2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.
- (3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)
- (4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.
- (5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.
- (6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

- (a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.
- (c) The contractor agrees that <u>during the first 12 months of the contract</u> no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires),

or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.
- (h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.242-9502 TECHNICAL DIRECTION (NAVAIR) (MAY 2011)

- (a) Definition. Technical Direction Letters (TDLs) are a means of communication between the Contracting Officer's Representative (COR) or Task Order Manager (TOM), and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the Statement of Work (SOW) of a Contract, Order, or Agreement; herein after referred to as contract.
- (i) "Technical Direction" means clarification of contractual requirements or direction of a technical nature, within the context of the SOW of the contract.
- (b) Scope. The Defense Federal Acquisition Regulation Supplement (DFARS) 201.602-2 states that the Contracting Officer may designate qualified personnel as a COR. In this capacity, the COR or TOM may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, or other terms and conditions of the contract. This Technical Direction shall be provided consistent with the limitations specified below.
- (c) Limitations. When necessary, Technical Direction concerning details of requirements set forth in the contract, shall be given through issuance of TDLs prepared by the COR or TOM subject to the following limitations.
- (i) The TDL, and any subsequent amendments to the TDL, shall be in writing and signed by both the COR or TOM, and the Contracting Officer prior to issuance of the TDL to the contractor. Written TDLs are the only medium permitted for use when technical direction communication is required. Any other means of communication (including such things as Contractor Service Request Letters, Authorization Letters, or Material Budget Letters) are not permissible means of communicating technical direction during contract performance.
- (ii) In the event of an urgent situation, the COR/TOM may issue the TDL directly to the contractor prior to obtaining the Contracting Officer's signature.
- (iii) Each TDL issued is subject to the terms and conditions of the contract and shall not be used to assign new work, direct a change to the quality or quantity of supplies and/or services delivered, change the delivery date(s) or

period of performance of the contract, or change any other conditions of the contract. TDLs shall only provide additional clarification and direction regarding technical issues. In the event of a conflict between a TDL and the contract, the contract shall take precedence.

- (iv) Issuance of TDLs shall not incur an increase or decrease to the contract price, estimated contract amount (including fee), or contract funding, as applicable. Additionally, TDLs shall not provide clarification or direction of a technical nature that would require the use of existing funds on the contract beyond the period of performance or delivery date for which the funds were obligated.
- (v) TDLs shall provide specific Technical Direction to the contractor only for work specified in the SOW and previously negotiated in the contract. TDLs shall not require new contract deliverables that may cause the contractor to incur additional costs.
- (vi) When, in the opinion of the contractor, a TDL calls for effort outside the terms and conditions of the contract or available funding, the contractor shall notify the Contracting Officer in writing, with a copy to the COR or TOM, within two (2) working days of having received the Technical Direction. The contractor shall undertake no performance to comply with the TDL until the matter has been resolved by the Contracting Officer through a contract modification or other appropriate action.
- (vii) If the contractor undertakes work associated with a TDL that is considered to be outside the scope of the contract, the contractor does so at its own risk and is not subject to recover any costs and fee or profit associated with the scope of effort.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	MAY 2014
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
	Content Paper	
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier	OCT 2015
	Subcontract Awards	
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-	JAN 2014
	Delivery Contracts	
52.209-6	Protecting the Government's Interest When Subcontracting	OCT 2015
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.209-9	Updates of Publicly Available Information Regarding	JUL 2013
	Responsibility Matters	
52.209-10	Prohibition on Contracting With Inverted Domestic	NOV 2015
	Corporations	
52.210-1	Market Research	APR 2011
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and RecordsNegotiation	OCT 2010
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data Modifications	
52.215-13	Subcontractor Certified Cost or Pricing DataModifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data	OCT 2010
	Other Than Certified Cost or Pricing Data Modifications	
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003

52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor	DEC 2010
	Relations Act	
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	AUG 2011
32.223-10	While Driving	AUG 2011
52.224-1	Privacy Act Notification	ADD 1094
		APR 1984
52.224-2	Privacy Act Postrictions on Contain Foreign Purchases	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
50.00 5	Infringement	1 DD 1001
52.227-3	Patent Indemnity	APR 1984
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds TransferSystem for Award	JUL 2013
	Management	
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
	Subcontractors	
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And	APR 1984
32.23 / 2	Vegetation	111 11 170 1
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
	1 *	
52.243-2 Alt I	ChangesCost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUN 2016
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of LiabilityServices	FEB 1997

70.04 0.4		0.000.000
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party	DEC 2015
	Contractor Reported Cyber Incident Information	
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7002	Disclosure Of Ownership Or Control By A Foreign	JUN 2010
	Government	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	OCT 2015
	The Government of a Country that is a State Sponsor of Terrorism	
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7004	Compliance With Spanish Social Security Laws and Regulations	JUN 1997
252.222-7005	Prohibition on Use of Nonimmigrant AlienGuam	SEP 1999
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program Basic (Aug 2016)	AUG 2016
252.225-7002	Qualifying Country Sources As Subcontractors	AUG 2016
252.225-7004	Report of Intended Performance Outside the United States	OCT 2015
	and CanadaSubmission after Award	
252.225-7012	Preference For Certain Domestic Commodities	AUG 2016
252.225-7013	Duty-Free EntryBasic (May 2016)	MAY 2016
252.225-7036	Buy AmericanFree Trade AgreementBalance of Payments ProgramBasic (DEC 2016)	DEC 2016
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business	SEP 2004
	Concerns	
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical DataNoncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical DataCommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure	JAN 2011
	Restrictions	

252.227-7019 Validation of Asserted RestrictionsComputer Software	SEP 2011
252.227-7025 Limitations on the Use or Disclosure of Government-	MAY 2013
Furnished Information Marked with Restrictive Legends	
252.227-7026 Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027 Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037 Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000 Supplemental Cost Principles	DEC 1991
252.232-7010 Levies on Contract Payments	DEC 2006
252.235-7010 Acknowledgment of Support and Disclaimer	MAY 1995
252.239-7001 Information Assurance Contractor Training and Certification	JAN 2008
252.239-7016 Telecommunications Security Equipment, Devices,	DEC 1991
Techniques, And Services	
252.242-7005 Contractor Business Systems	FEB 2012
252.242-7006 Accounting System Administration	FEB 2012
252.243-7002 Requests for Equitable Adjustment	DEC 2012
252.244-7000 Subcontracts for Commercial Items	JUN 2013
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished	APR 2012
Property	
	APR 2012
252.245-7003 Contractor Property Management System Administration	APR 2012
252.245-7004 Reporting, Reutilization, and Disposal	MAR 2015
252.246-7001 Warranty Of Data	MAR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than <u>\$5,000.00</u>, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of The contract ceiling value;
 - (2) Any order for a combination of items in excess of The contract ceiling value; or
- (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within <u>TBD</u> days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond 180 days after the end of the ordering period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to the end of the contract Period of Performance.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **[insert the period of time within which the Contracting Officer may exercise the option]; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least ** days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ** (months)(years).
- ** To be Completed at the Task Order Level

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--
 - (1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or
 - (2) Is fixed-price and exceeds--
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [Enter subcontractor's names, if applicable]
- (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Certified Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

*(To be completed at time of award)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:
- "Transportation is for the <u>TBD</u> and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."
- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:
- "Transportation is for the <u>TBD</u> and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. *** ____. This may be confirmed by contacting Melinda Stann, 301-757-0008."

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/far/ or http://farsite.hill.af.mil.

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-00003)(OCT 2015)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub.L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
 - (1) The Contracting Officer has given prior written approval;
 - (2) The information is otherwise in the public domain before the date of release; or
- (3) The information results from or arises during the performance of a project that has been scoped and negotiated by the contracting activity with the Contractor and research performer and determined in writing by the Contracting Officer to be fundamental research in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the USD (AT&L) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008, (available at DFARS PGI 204.4).
- (b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement, including this paragraph(c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR)(15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR)(22 CFR Parts 120-130). The term includes -- "Defense items," defined in the Arms Export Control Act. 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

"Items," defined in the EAR as "commodities". "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
- (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- (d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to --
 - (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
 - (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
 - (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
 - (4) The Export Administration Regulations (15 CFR Parts 730-774);
 - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
 - (6) Executive Order 13222, as extended.
 - (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

- (a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.
- (b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR)(OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the Naval Air Warfare Center Aircradft Division (NAWCAD), Patuxent River, Maryland 20670. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to NAWCAD 4.11.3 Contracting Officer's Office (COR), Location TBD. All losses are to have the permanent badges returned to AIR 7.4., Bldg 2272, Rm 074 47123 Buse Road, Patuxent River, Maryland 20670 on the last day of the individual's task requirement.

Section J - List of Documents, Exhibits and Other Attachments

SECTION J LIST OF ATTACHMENTS

Exhibit/Attachment Table of Contents

DOCUMENT T	TYPE DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements Lists (CDRLs) A001-A024	24	29-MAR-2017
Attachment 1	DD254 Form, "For Bidding Purposes Only"	2	29-DEC-2016
Attachment 2	Quality Assurance Surveillance Plan (QASP) and Contract Surveillance Plan (CSP)	19	29-DEC-2016
Attachment 3	Organizational Conflict of Interest (OCI) List	1	6-APR-2017
Attachment 4	Data Item Transmittal/Acceptance/Rejection Form	1	6-APR-2017
Attachment 5	Reserved	1	6-APR-2017
Attachment 6	Contracting Officer Representative (COR) Designation	1	6-APR-2017
	Letter		
Attachment 7	Reserved	1	6-APR-2017
Attachment 8	Scheduled Government Furnished Property (SGFP)	1	29-DEC-2016
Attachment 9	Requisition Government Furnished property (RGFP)	1	29-DEC-2016
Attachment 10	List of Authorized Key Personnel and Subcontractors	1	6-APR-2017
Attachment P1	Reserved	1	6-APR-2017
Attachment P2	Reserved	1	6-APR-2017
Attachment P3	Fully Burdened Labor Rates	2	6-APR-2017
Attachment P4	Streamlined Rates for Order Pricing	3	6-APR-2017
	A. Non Performance Based		
	B. Performance Based		
Attachment P5	Reserved	1	6-APR-2017
Attachment P6	Prime Cost Summary Spreadsheet	9	6-APR-2017
Attachment P7	Subcontractors Cost Summary Spreadsheet	3	6-APR-2017
Attachment P8	Past Performance Information Form	2	6-APR-2017
Attachment P9	Contractor Performance Assessment Questionnaire	15	24-JAN-2017

Note: Attachment P1-P9 are for the Solicitation purposes only and will be removed at the time of Award.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and	DEC 2014
	Certifications.	
52.209-2	Prohibition on Contracting with Inverted Domestic	NOV 2015
	CorporationsRepresentation	
52.219-1	Small Business Program Representations	OCT 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain	OCT 2015
	Activities or Transactions Relating to Iran Representation	
	and Certifications.	
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
- "Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in--
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database at http://www.acquisition.gov (see 52.204-7).

52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes [] No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

252.203-7994 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (DEVIATION 2017-00001)(NOV 2016)

- (a) In accordance with Continuing Appropriations Act, 2017 (Pub.L. 114-223), or any other Act that extends to fiscal year 2017 funds the same prohibitions as contained in section 743, division E, title VII, of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of Federal department or agency authorized to receive such information.
- (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractor of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016) - ALTERNATE A (JAN 2015)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330
- (2) The small business size standard is 38.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM

electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- [] (i) Paragraph (d) applies.
- [] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
 - (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II & III) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.

- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
 - [X] (i) 52.204-17, Ownership or Control of Offeror.
 - [X] (ii) 52.204-20, Predecessor of Offeror.
 -] (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- [] (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- [] (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- [] (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
 - [] (vii) 52.227-6, Royalty Information.
 - [] (A) Basic.
 - [] (B) Alternate I.
 - (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:
- (i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus Representation. Applies to all solicitations with institutions of higher education.
- (ii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.
- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vii) 252.229-7012, Tax Exemptions (Italy) Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (viii) 252.229-7013, Tax Exemptions (Spain) Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.
- (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

[X] (ii) 252.225-7000, Bu	y American - Balance of	Payments Program Certif	icate.
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		tions and certifications ele	ectronically via the SAM Website a
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			ered or updated within the last 12
			iding the business size standard
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[X] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

Section L - Instructions, Conditions and Notices to Bidders

L1 CONTENT OF PROPOSALS

L-[1] CONTENT OF PROPOSALS (SERVICES) (April 3, 2017)

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

The Offeror must respond to all requirements of the solicitation and may not alter or rearrange the solicitation. The Offeror is advised that the Government may incorporate any portions of the Offeror's proposal into the resulting contract.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization shall be emphasized during proposal. Statements that the prospective Offeror understands, can comply with, or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate by the Government, and may result in assessing weaknesses and/or deficiencies.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor or subfactor clearly may be considered a deficiency. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

The Government advises the Offeror that taking exception or deviating from any term or condition of the RFP may result in the assessment of a deficiency to the proposal.

Throughout these instructions, a "principal subcontractor" is defined as a subcontractor who provides at least 20% of the proposed total price/cost (excluding the Offeror's profit/fee), for the contract or provides one or more Key Personnel. "JV Team member" is defined as one of the entities that make up a joint venture (JV) formed for the purpose of responding to this solicitation.

Questions: Offerors may submit comments regarding solicitation requirements by emailing the contract specialist at Susanti.Beebe@navy.mil AND the Contracting Officer at Melinda. Stann@navy.mil. It is required that all questions be received within 10 calendar days of the date this solicitation is issued. Questions received after 10 calendar days may not be answered prior to the proposal due date.

2.0 PROPOSAL FORMAT

Written proposals must be formatted using a Times New Roman 12 pt Normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5×11 inch paper. All pages should be numbered with section and page numbers. When foldout pages are used they must not exceed 11×17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size but should be folded to approximately 8.5×11 inch standard size and will count as 1 page. Tables shall contain no smaller than a 10 pt font. Graphs shall be presented in no smaller than a 10 pt font and should contain a grid, which allows values to be read directly from the graph to the same accuracy that a 10×10 to the $\frac{1}{2}$ inch grid provides. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented.

The Offeror will provide one complete copy of the proposal to the Procuring Contracting Officer (PCO) as electronic files fully compatible with Microsoft 2010 and for information not supported by MS Office products, with the latest Adobe Acrobat reader on a CD-ROM. The Offeror will ensure that the Price/Cost Volume is provided on a separate CD-ROM. Each CD-ROM is to be labeled for content and the Offeror's name. If a discrepancy exists between the original paper copy of the proposal and the disk copy, the paper copy will take precedence.

3.0 PROPOSAL CONTENT AND VOLUMES

The Offeror must present proposal information in a manner that facilitates a one-to-one comparison between the information presented and this Proposal Instruction. Proposal information must be structured such that its Volume/paragraph number matches the Proposal Instructions Volume/paragraph number provided in section L "Part B Specific Instructions" to which it is responding, although the Offeror may add lower tier subparagraphs. The Offeror must provide reasons it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first, second, third, and fourth parts correspond to the volume, book, section, and element, etc., in the Offeror's proposal.

Each volume of the proposal shall be submitted as one original and additional copies as specified in the table below. The table below supersedes the copies requested in Block 9 of the Standard Form (SF) 33. All volumes of the original proposal shall be delivered to the address provided in Section 4.0 prior to the closing date/time stated in this solicitation. Page recommendations for each volume, if any, are also specified in the table below.

Proposal Organization and Page Count:

Volume	Section	Title	Page Recommendations	Copies Required
1	1.0	Technical Proposal		1 Original;
	1.1	Workforce/Personnel	10 pages	3 Paper Copies;
		Qualifications/Key Personnel	2 pages per resume	1 Electronic Copy
	1.2	Understanding of the	10 pages for each task	
		Work/Sample Tasks		
	1.3	Understanding of the	20 pages	
		Work/Statement of Work		
		Approach		
	1.4	Management Plan	20 pages	
2	2.0	Past Performance	15 pages	1 Original;
				2 Paper Copies;
				1 Electronic Copy
3	3.0	Price/Cost	No page recommendation	1 Original;
				1 Paper Copy;
				1 Electronic Copy
Annex 1	3.0	Past Performance Supporting	No page recommendation	1 Original;
	Annex 1	Documents		1 Paper Copy
				1 Electronic

Each volume shall contain the following information:

- -Cover and title page
- -Title of proposal and proposal number as applicable
- -Offeror's name, address, and POC
- -RFP number
- -Proposal volume/book number
- -Copy number
- -Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)
- -Use tabs and dividers

The Offeror shall submit a Cross Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Section L – Proposal Instructions Volume 1 Technical	Government RFP Requirement Example: Section L, Para 1.1 Note: This column shall address all subparagraphs	Section M – Evaluation Factor 2.A	Offeror's Proposal Reference Provide reference to Offeror's Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror's written proposal	CLIN Reference
Volume 1 Technical				
Volume 1 Technical				

4.0 PROPOSAL SUBMISSION:

Clearly mark all packages with the solicitation number. All proposals shall be received at the address below no later than the date and time specified in Block 9 of the SF 33 of the RFP.

Offeror shall hand carry or submit proposals via United States Postal Service or through a commercial carrier using the address provided below. Hand carried proposals shall be delivered, attention Melinda Stann and/or Susanti Beebe. Offeror shall not submit proposals by facsimile or electronically via email.

Naval Air Systems Command

Code: AIR-2.5.1.5.10 (Susanti Beebe)

22473 Millstone Road Patuxent River, MD 20670

Solicitation Number: N00421-16-R-0023

5.0 PROPOSAL PACKAGING:

The Offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible grouping like volumes to the maximum extent possible. Each container shall be single person portable. One container shall include all Original Proposal volumes including the original/signed documents submitted as part of Volume 3 Cost/Price.

Each box should include a packing slip detailing the contents to include the volume number, title, and copy number. Also, each box should be stamped or marked "For Official Use Only" and "Source Selection Information – See FAR 2.101 and 3.104."

6.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED.

7.0 SOLICITATION CHANGES

For notice of any changes and additional information provided by the Government for the solicitation, please go to www.FedBizOpps.gov.

PART B SPECIFIC INSTRUCTIONS

Cost or pricing information shall only appear in the Price/Cost volume.

1.0 VOLUME 1: TECHNICAL

The Offeror shall provide all information and data required to conduct a thorough and complete technical evaluation. The Offeror shall address the following in the proposal:

1.1 Workforce/Personnel Qualification/Key Personnel

The Offeror shall propose personnel that meet all labor category requirements. Personnel must also have the required minimum level of security clearance as outlined within the solicitation. The offeror shall submit a statement agreeing that all personnel requirements, inclusive of non-key personnel, shall be met throughout contract performance.

The following definitions apply: A "contingent hire" is an individual who has committed, under a signed letter of intent (LOI), to being employed by the offeror with a stated salary, if the offeror is awarded the contract. A "prospective hire" is an individual that the offeror has committed to hiring if the offeror is awarded the contract whose identity may not be known until after award.

Labor Category Information. The offeror shall propose in accordance with the labor categories and minimum labor qualifications provided in the SOW. The labor category titles shall be used consistently throughout the proposal for both Non-Performance Based SOW (Section 4.1 - 4.4) sections and Performance Based SOW (Section 4.5) sections.

Key Personnel Resumes:

For all proposed current or contingent Key Personnel, provide a resume of the work assignments, training, etc., that demonstrates the experience and specialized qualifications of each key person proposed. Resumes shall contain, at a minimum, the following information:

- Employee name
- Years of employment experience in most recent listed first, including narrative description of duties and responsibilities
- Current position, title and employer
- Educational history
- · Institution name, degree or certification earned, and year for all degrees or certifications earned
- Specialized training or certifications as it relates to the labor category qualifications and the year training was completed or certification was achieved
- Current level of security clearance and status (final, interim, or pending)
- Location (Government or Contractor site along with the City and State)

No prospective hire may be proposed as Key Personnel.

The Government may check backgrounds to verify experience, education or certifications received.

If the qualification (i.e. education, experience) does not readily or easily compare to the minimum qualification stated in the SOW, the offeror shall provide an explanation as to the equality of the proposed qualification to meet the minimum qualification.

1.2 Understanding of the Work/Sample Tasks

The offeror shall provide a written response to the sample tasks provided below. The offerors should assume that all sample tasks would be issued as Cost Plus Fixed Fee Completion type orders. The response shall include anything identified within the tasks and also include the following:

- Provide a detailed description of the approach, including a detailed step-by-step procedure and methodology which would be used in accomplishing each task
- Assumptions
- Schedule and Manpower Utilization (no cost data)
- Identify risks and risk mitigation strategies

Sample Task 1: The contractor has been tasked to expand the NAVSEA Planned Maintenance System (PMS) to the next generation guided missile destroyer (DDG class) ships. Describe your technical approach to maintaining full support for the existing user community while identifying and implementing new capabilities. Provide your technical approach to gathering and managing requirements, developing an implementation plan, addressing software development and system accreditation(s), addressing how the systems design could capitalize on new technology features (such as increased health monitoring), addressing any features or differences expected between ship deployed and centralized systems, populating required data, and supporting 4.11.3 task management. Provide an overview of key stakeholders

Sample Task 2: The contractor has been tasked to develop a shipboard Performance Support tool (not integrated with the IETM) that would allow shipboard maintainers to develop maintenance assistance videos and abstracts to supplement technical procedures for equipment maintenance. The tool will also allow the In-Service Engineering Activity (ISEA) to provide supplemental material with video, instructions, and/or graphics to rapidly augment standing IETM and Training materials. The tool will need to allow these supplements to be hosted and linked to the maintenance task for local use. Once approved by the ISEA and Program Managing Office they will be made available to Data Librarians and Work Center Supervisors as a community approach between ships, and be available for use as appropriate. The community resources should support not only asynchronous distribution but also community feedback and commenting on the provided supplements.

Sample Task 3: The contractor has been tasked to develop an IETM for a non-ACAT system that is integrated across multiple NAVSEA and NAVAIR platforms which when operating as an independent IETM does not require a hosted environment, may be distributed via CD/DVD and network distribution, and can be quickly tailored to accept a wide variety of S1000D compliant IETM content.

Note: These samples tasks are issued to judge the contractor's ability to understand the tasking, and provide the process and management techniques to complete the tasking. The contractor has full latitude in the format of the response. Creative approaches and cost cutting solutions and ideas are always encouraged.

1.3 Understanding of the Work/Statement of Work Approach

1.3.1 Provide a written narrative of the offeror's proposed understanding and capability to perform the requirements of the SOW. The offeror's response shall be limited to the following paragraphs of the SOW.

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4.1.1.1; 4.1.1.2; 4.1.3.2; 4.1.3.5; 4.1.4.1; 4.5.1.1; 4.5.2.1; and 4.5.2.3.
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The narrative for each SOW paragraph shall include, but is not limited to, the elements set forth below:

- 1.3.1.1 Provide a detailed description of the approach, including a detailed step-by-step procedure and methodology which would be used in accomplishing each task.
- 1.3.1.2 Identify reference documents that would be utilized to perform the SOW tasking
- 1.3.1.3 Identify any areas that may impact successful performance
- 1.3.1.4 Provide a description of possible areas to be investigated in researching each task area

1.4 Management Plan

The offeror's management plan shall address the following:

- **1.4.1 Overall Management Approach:** Offerors shall address in sufficient detail the following:
- 1.4.1.1 Adequacy of management and resources to support the technical requirements of the solicitation and ability to function as a viable and productive partner with the Government
- 1.4.1.2 Procedures to be taken to ensure quality and cost control
- 1.4.1.3 Plan for early identification and resolution of problems; and
- 1.4.1.4 Identification of potential performance risks and proposed risk mitigation solutions.
- 1.4.2 Usage of Teaming, Personnel, and Subcontractors: Offerors shall present in sufficient detail the following:
- 1.4.2.1 Description of the cohesive integration of the teaming partners into the overall management approach and how the offeror will leverage their strengths to increase value to the customer through technical leadership, quality assurance, and process improvement;
- 1.4.2.2 How and why selected subcontractor(s) were chosen, which knowledge and skills the offeror will be acquiring through each subcontract, the level of subcontract effort expected;
- **1.4.3 Qualification/Recruitment/Retention:** Offerors shall present in sufficient detail the following:
- 1.4.3.1 Qualification/recruitment/retention procedures that would provide workforce improvements and upgrade the skills of highly trained and motivated personnel;
- 1.4.3.2 Description of how the offeror will ensure personnel have the security Clearances within the required timeframe, that personnel meet the experience and education requirements as detailed in the personnel labor category descriptions including certification requirements, such as Reliability Centered Maintenance (RCM). The government anticipates 50% of the entire Year 1 Non Performance Based Workforce being put on Contract right after contract award and ten (10) key personnel shall be required during the issuance of the first task order(s) after contract award.
- **1.4.4 Transition Plan:** The services under this solicitation are vital to the Government and must be continued without interruption. The offeror is required to submit a written narrative delineating a transition plan based on a <u>30</u> day period after award that ensures a smooth workplace changeover from an incumbent with no loss of service and minimal loss of corporate knowledge. The plan should take into consideration the following elements as well as any additional elements deemed necessary by the offeror:
- 1.4.4.1 Work Turnover. The offeror shall provide a plan of action to effectively transfer tasked work that is in process at the expiration of the current contract from the incumbent to the successful offeror.
- 1.4.4.2 Quality Assurance. The offeror shall provide a plan of action to ensure continuation of quality review processes during the transition period from the incumbent to the successful offeror.
- 1.4.4.3 Training. The offeror shall provide a plan of action to implement personnel training needed during the transition period to ensure continuity between the services provided by the incumbent and the successful offeror.
- 1.4.4.4 Risk Mitigation Strategies. The offeror shall provide a plan of action to mitigate contract performance risks encountered during the transition period.

1.4.4.5 Security Requirements to include OPSEC, facility clearances and base access. The offeror shall provide a plan to implement the required security clearances and physical access requirements of the contract during the transition period so that service is not interrupted.

1.4.4.6 Data Transfer. The offeror shall provide a plan of action for the efficient inventory and transfer of program data from the incumbent to the successful offeror.

2.0 VOLUME 2: PAST PERFORMANCE

2.1 General

Sources of past performance evaluation information include information provided by the Offeror in response to the solicitation, information obtained from questionnaires, and any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information Systems, Electronic Subcontract Reporting System, or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

The Offeror shall complete the Past Performance Information Form found as an Attachment <u>P8</u> to this RFP, for each past performance reference performed within five years of the solicitation release date. The Offeror shall submit no more than five Past Performance Information Forms as the Prime Contractor, no more than two forms for each principal subcontractor, and/or no more than two forms for each JV team member. The Offeror shall submit written consent from its principal subcontractor(s) and JV team member(s) that will allow the Government to coordinate any past performance issues directly with the Offeror. If the Offeror does not submit the written consent, the Government will address any past performance issues directly with the principal subcontractor or JV Team member and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal subcontractor and JV team member that does not provide the written consent, the Offeror shall provide the name, address, phone number, and email address with whom the Government may address any past performance issues.

The Offeror shall provide a narrative on each Past Performance Information form in the "Contract Effort Description" area that clearly describes how each contract reference has relevant work effort that matches the relevancy definitions specified in Section M of the solicitation. Additionally, the Offeror shall provide one electronic copy of the Statement of Work/Performance Work Statement for each contract reference as Annex 1 to this Past Performance Volume.

The primary source of past performance information will be PPIRS. If a Contractor Performance Assessment Report (CPAR) exists for multiple years for the same contract/order, all periods of performance within the recency period specified above, for that contract/order, will be used for evaluation. In the event a CPAR does not exist for a past performance reference, the Offeror shall submit the Contractor Performance Assessment Questionnaire (CPAQ) Attachment Po to the Program Manager who is the Assessing Official. The Offeror shall include instructions for the Program Manager to send completed questionnaires within two weeks of its receipt via e-mail to the Contract Specialist, Susanti Beebe, at Susanti Beebe@navy.mil, thereby allowing the customer approximately two weeks to complete their response. All CPAQs should be received by the Government concurrently with the Offeror's proposal submission.

3.0 VOLUME 3: PRICE/COST PROPOSAL

If subcontractors and/or consultants are proposed, they shall provide the same information required for the prime contractor, unless otherwise noted below.

3.1 Volume Content:

(a) This Volume shall contain the Contract Compliance information specified below as follows:

i. Offeror Summary Table: The Offeror shall complete the table below. The Offeror shall include all subcontractors and team members who will be involved with the performance or management of the contract and list all sites where the work will be performed. If a teaming or subcontracting arrangement is proposed, identify the work share, distribution elements, and ratios that each contractor will perform using the table below. Also provide a definition of the legal relationship between the entities if it is other than a Prime/subcontractor relationship. (Only required from Prime contractor.)

Contractor Name (Indicate Prime, Team Member, or Sub)	CAGE Code	Place of Performance	DUNS #	% of Total Proposed Price

- ii. For each subcontractor list the type of subcontract, i.e. cost plus fixed fee, firm fixed price, labor;
- iii. Signed SF33 for basic solicitation and acknowledgment of each amendment, including completion of any RFP clause or provision that requires a fill-in or response. (Only required from Prime contractor.)
- iv. Signed Representations, Certifications, Other Statemenst of Offerors and Acknowledgements and/or Online Representations and Certifications Application (ORCA) reference
- v. Guarantee the length of proposal validity (for at least 210 days after proposal submission).
- (b) This Volume shall also contain a copy of Section B with the Contract Line Item Number (CLIN) and Sub-CLIN Unit Prices and, for evaluation purposes, the Total Prices filled in using the estimated quantities value in the solicitation and the instructions below. Section B prices shall be provided separately in one digital data copy in MS Office 2010 Excel format on CD-ROM media. Within all Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and avoid using output type "value only" cells. If links are utilized, supply those referenced files. Spreadsheets shall not be protected. (Only required from Prime contractor.)
- (c) All price/cost and price/cost supporting information shall be contained in Section B and the price/cost proposal. No price or pricing information shall be included in any other technical volume including cover letters. Offerors are responsible for submitting sufficient information to enable the Government to fully evaluate their price/cost proposal.

3.2 Ground Rules and Assumptions:

- (a) As this is a competitive acquisition with adequate price competition anticipated, certified cost or pricing data in accordance with FAR 15.403-1 is not required. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and subcontractors. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2.
- (b) The Offeror shall provide sufficient information to support its price/cost as well as an explanation of all ground rules and assumptions that affect the price/cost estimates. .

3.3 Price/Cost Information:

Offerors shall submit their fully completed price/cost proposal utilizing the Cost Summary Spreadsheet (Attachments P6 and P7 for Prime and Subcontractors respectively). The spreadsheet shall be formatted on letter size (8.5 X 11) paper and shall be unprotected and unlocked, with formulae intact to show mathematical operations. The offeror shall use the CLIN Summary tab to breakout total proposed costs by CLIN.

Complete Attachment P3, (Fully Burdened Labor Rates), detailing the fully burdened labor rates for all prime contractors and their subcontractor personnel. Fully burdened labor rates are defined as direct labor rates plus all applicable burdens, to include indirect rates, fee, and subcontractor pass-through costs where applicable. For subcontractor labor, the fully burdened labor rates shall be inclusive of any pass-through charges (i.e., subcontractor

handling, fixed fee on subcontractor labor, etc.) applied by the prime contractor. Proposed fully burdened labor costs may be subject to the NAVAIR labor tripwire identified in Section M. Offerors that propose a fully burdened per employee labor cost exceeding the labor tripwire shall provide rationale in their cost proposal narrative section that justifies the reasonableness of the tripwire cost for the applicable employees.(Only required from Prime contractor.)

To facilitate the establishment of streamlined task orders, the offeror shall complete Attachment P4, Streamlined Rates for Order Pricing. This spreadsheet will consist of composite fully burdened rates for each of the key and non-key labor categories, inclusive of fee. These rates will be incorporated into Section B of the contract. The Government will utilize the rates when developing estimated labor ceilings for task orders by using the estimated hours per labor category multiplied by the composite rates found in Section B. (Only required from Prime contractor.)

- (a) Reasonableness and Consistency between the Technical and Price/Cost Volumes. Demonstrate that the unit prices and the total proposed price/cost are reasonable, realistic, and commensurate with the work required by the solicitation and the technical and management approaches identified in the Technical Volume of the proposal. Show traceability with the CLINS, SubCLINs, the SOW, proposed effort, and the prices/costs. Refer to specific sections in the Technical Volume as needed to illustrate the consistency between the Price/Cost Volume and the Technical Volume. The Offeror shall explain any inconsistency between promised performance and price/cost, as well as any appearance of unbalanced pricing, in the proposal.
- (b) The Government is not soliciting any investments. However, in order for the Government to properly assess a proposed price/cost that appears low due to a corporate decision to absorb costs, e.g., lower than usual burdens or rates, the Offeror shall fully identify and explain any such investments.
- (c) Direct/Indirect Rates: The Offeror shall use and submit Forward Pricing Rate Agreements (FPRAs), Collective Bargaining Agreements (CBAs), and Area Wage Determinations (AWDs) as applicable for all proposed personnel. The Offeror shall identify whether the labor rates proposed are FPRAs, CBAs, AWDs, ACO/DCAA recommended rates, or Offeror proposed rates. The Offeror shall propose in compliance with the current hourly rate set forth in the Department of Labor Wage Determination as applicable. The Offeror shall provide Defense Contract Audit Agency (DCAA) Information/Payroll Verification information as follows: A DCAA point of contact, with a current e-mail address, must be provided for the prime and each subcontractor. The Offeror and proposed subcontractors shall provide the most current DCAA Provisional Billing Rate Approval Letter, DCAA Final Billing Rate Approval Letter, and/or DCAA Forward Pricing Rate Agreement recommendation, payroll verification for currently employed proposed personnel, and any other information necessary to substantiate the rates proposed. Payroll verification shall consist of a form containing the title, direct labor rate, and a signed certification by an authorized representative of the company that the information contained in the form is correct. For contingent hires, the offeror shall provide contingent offer letters outlining salary information for contingent hire employees. For any prospective non-key personnel, provide information to substantiate the rates proposed. All contingent hires shall have a letter of intent submitted under the Price/Cost Volume. The letter of intent is a separate written agreement signed by the potential employee(s) to work for the Offeror effective at contract award. Any proposed consultants shall have a consultant agreement substantiating the rates proposed. If a composite rate or other pricing methodology (i.e. cost estimating relationships) is utilized, the offeror shall demonstrate how those rates were developed. Subcontractors and team members shall provide this information either separately or included in the prime contractor's submission of this document.

The following definitions apply:

- A "contingent hire" is an individual who has committed, under a signed letter of intent, inclusive of salary information, to being employed by the Offeror if the Offeror is awarded the contract.

If any of the rates utilized by the Offeror or any subcontractors differ from the DCAA information and/or payroll verification, a justification shall be provided for the difference. If DCAA has not reviewed the rate information for an Offeror or one of its subcontractors, the Offeror must submit a detailed justification of the proposed direct and indirect rates. The Offeror shall also provide documentation verifying that it has a DCAA approved Cost Accounting System or state that its Cost Accounting System has not been approved by DCAA. Offerors shall

provide the last three (3) years of actual indirect information. The Government may compare a prospective Offeror's labor category rate to the average labor rate from industry.

- (d) Except for FFP type of CLINs (e.g., CPFF, CPIF or CPAF) under the solicitation, the Offeror shall fully disclose the buildup of price/cost of each CLIN.
- (e) When completing the Cost Summary Spreadsheet (Attachments P6 and P7), the Offeror shall not utilize any fully burdened hourly rates when pricing the labor of its employees.

Limitation on Subcontracting:

This requirement is being set-aside for the small business. Provide a breakout to demonstrate how the prime contractor will perform at least 50% of the cost of the contract incurred for personnel with its own employees for each period of performance in accordance with FAR clause 52.219-14. Cost of contract incurred for personnel includes direct labor cost, overhead that has only direct labor as its base, and the small business's General and Administrative (G&A) rate multiplied by the labor cost.

- (f) Provide a narrative that addresses any assumptions made during the preparation of the price/cost proposal and discuss the basis for the cost elements listed below:
 - Direct labor rates by category. The offeror is required to submit labor rates for all proposed current, contingent, and prospective hire individuals. If composite or category averages are proposed, provide a breakdown of how rates are developed. If necessary provide a narrative to describe derivation of labor rates, use of uncompensated overtime, pools to which indirect rates are applied, historical/provisional billing rates for indirect rates for the last 3 years and description, and amount of proposed other direct costs. If the contractor requires the use of consultants in its proposal the consultant cost shall be captured under the appropriate labor CLIN not the ODCs CLIN.
 - Escalation on labor. Offerors, including subcontractors, shall address escalation for all labor categories and shall provide rationale for the specific escalation rate used. Historical escalation rates shall be provided for the past three years. Offerors that do not include escalation, or an explanation as to why it is not included, may be considered unrealistically low and may have their proposals adjusted by the Government to include escalation in the option periods.
 - Indirect costs (i.e. Overhead, Fringe Benefits, General & Administrative (G&A), etc.). Historical indirect costs for the past three years.
 - Information needed to explain the offeror's estimating practices
 - Profit/Fee: Identify profit/fee rate and total amounts proposed and identify the various cost elements to which the profit/fee is being applied. Profit, Base, Award, and Incentive fee rates, as applicable in Section B, must be clearly distinguishable. Profit/Fee shall not be applied to ODCs.
 - Other Direct Costs (ODCs) by specific cost element (e.g., Travel, Material). Reimbursement for Travel will be in accordance with the Joint Travel Regulation. If the offeror proposes burdens on the Government provided ODC estimates, the offeror shall provide a percentage breakdown of the offeror's indirect costs and burdens added to the Government estimates for any and all Cost Reimbursable CLINs in Section B.
 - When the offeror elects to claim Cost of Money (COM) as an allowable cost, the offeror must submit a COM form and show the calculations of the proposed amount.

3.4 Total Professional Compensation Plan:

The Offeror shall provide a Total Compensation Plan in accordance with FAR 52.222-46 for each proposed professional employee. The Plan shall include, but not limited to, the following items:

- (1) The proposed direct labor rate for each professional employee proposed;
- (2) The total cost of the proposed fringe benefits package for each professional employee proposed, including:

- (a) list and brief summary of the benefits that make up the fringe package (e.g. vacation time, sick leave, stock, incentive plans, family leave, life insurance, severance pay, bonus plans, health insurance, holidays, location allowance, retirement benefits); and
- (b) an itemization of the benefits that require employee contributions, and the amount of that contribution as a percentage of the cost of the particular benefit; and
- (3) Data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used by the Offeror in establishing the total compensation structure.

3.5 Use of Government Furnished Property:

If the Offeror proposes/requires the use of Government Furnished Equipment (GFE) or Government Furnished Information (GFI), Government Furnished Property (GFP), then the Offeror shall provide:

- A complete description of the required GFE/GFI/GFP including part number and serial number, if applicable.
- Where the GFE/GFI/GFP is to be located.
- The name, organization, completes address and telephone number of a cognizant Government point of contact.
- In the case of GFE/GFI/GFP accountable to other Government contracts, a copy of the correspondence authorizing use of such GFE/GFI/GFP on this contract.
- The monetary impact to the Offeror's proposal if the proposed GFE/GFI/GFP is not provided as GFE/GFI/GFP.

Attachment <u>8</u> "Scheduled Government-Furnished Property (SGFP)," specifies the Government Property to be furnished

Attachment <u>9</u>, "Requisitioned Government-Furnished Property (RGFP)," is to be used to specify Government Property authorized for contractor requisition from DoD supply sources.

If no GFE/GFI/GFP is required, the Offeror shall so state.

3.6 Other Costs

If, for the administration and oversight of the resultant contract, the Offeror requires additional labor hours and categories above those identified within the solicitation, the offeror shall describe in detail the performance that would cause these costs. The offeror shall also provide the associated labor categories, hours, detailed cost breakout, and associated information to support the proposed variance. Any labor hours and categories identified above the Level of Effort currently outlined within this solicitation will be used in the development of the offerors most probable cost and will be incorporated into the resultant contract. The Offeror shall also describe any assumptions with regard to Government actions (e.g., providing resources whether it be equipment or people) that enabled the proposed price/cost to be lower and identify the amount by which it is lower

3.7 Government Furnished Information

3.7.1 ODCs

The Government's estimate for ODCs for the prime and all subcontract efforts, unburdened is listed below:

CLIN	Travel	Material	Total
Year 1	\$125,000.00	\$125,000.00	\$250,000.00
Year 2	\$127,875.00	\$127,875.00	\$255,750.00
Year 3	\$130,816.13	\$130,816.13	\$261,632.26
Year 4	\$133,824.90	\$133,824.90	\$267,649.80
Year 5	\$136,902.87	\$136,902.87	\$273,805.74
Total	\$654,418.89	\$654,418.89	\$1,308,837.78

The offeror shall utilize Not-To-Exceed (NTE) amounts provided by the government for ODCs and include all applicable burdens. If it is the contractor's accounting practice to apply (and invoice for) burdens with regards to ODCs, then the contractor shall propose the ODC amount plus the addition of the applicable burdens. If the contractor chooses not to burden ODCs, then the contractor shall propose an H-clause to identify this special term and condition. (NO FEE SHALL BE APPLIED TO ODCs).

3.7.2 Labor Hours

3.7.2.1 Non-Performance Based

The Government estimate is 598,110 hours for the entire work effort (5 years) for non-performance based efforts. A work-year is defined as 1920 hours exclusive of holidays and leave. The estimate hours shall be used for pricing and setting ceiling at the basic contract level for the Non-Performance Based Labor CLIN. Also, for evaluation purposes, the contractor shall propose the labor categories and hours as outlined below:

Non Performance Based (SOW 4.1 – 4.4)	Key	HOURS				
Labor Category		Year 1	Year 2	Year 3	Year 4	Year 5
Program/Project Analyst, Journeyman (Contractor off-site)		5,127	5,127	5,127	5,127	5,127
Program/Project Analyst, Junior (Contractor offsite)		3,418	3,418	3,418	3,418	3,418
Computer Based Training Specialist, Journeyman (Contractor off-site)		5,127	5,127	5,127	5,127	5,127
Computer Based Training Specialist, Journeyman (St. Inigoes on-site)		1,709	1,709	1,709	1,709	1,709
Computer Programmer, Junior (Contractor offsite)		1,709	1,709	1,709	1,709	1,709
Computer Programmer, Junior (St. Inigoes onsite)		1,709	1,709	1,709	1,709	1,709
Computer Programmer, Journeyman (Contractor off-site)		6,836	6,836	6,836	6,836	6,836
Computer Programmer, Senior (Contractor offsite)		3,418	3,418	3,418	3,418	3,418
Computer Scientist, Junior (Contractor off-site)		3,418	3,418	3,418	3,418	3,418
Computer Scientist, Journeyman (Contractor offsite)		3,418	3,418	3,418	3,418	3,418
Computer Systems Analyst, Senior (Contractor off-site)		3,418	3,418	3,418	3,418	3,418
Computer Systems Analyst, Journeyman (Contractor off-site)		6,836	6,836	6,836	6,836	6,836
Computer Systems Analyst, Journeyman (St. Inigoes on-site)		1,709	1,709	1,709	1,709	1,709
Computer Systems Analyst, Junior (Contractor off-site)		11,962	11,962	11,962	11,962	11,962
Information Security Analyst, Junior (Contractor off-site)		855	855	855	855	855
Information Security Analyst, Journeyman (Contractor off-site)		855	855	855	855	855
Computer and Information Research Scientist, Journeyman (Contractor off-site)	*	1,709	1,709	1,709	1,709	1,709

Estimated Total Hours		598,150				
Estimated Annual Labor Hours		119,630	119,630	119,630	119,630	119,630
Journeyman (St. Inigoes on-site)						
Training and Development Specialist,		6,836	6,836	6,836	6,836	6,836
Technical Writer II, Junior (St. Inigoes on-site)		1,709	1,709	1,709	1,709	1,709
Technical Writer II, Junior (Contractor off-site)		1,709	1,709	1,709	1,709	1,709
Logistics Engineer, Junior (Contractor off-site)		1,709	1,709	1,709	1,709	1,709
Logistics Engineer, Journeyman (Contractor offsite)		5,127	5,127	5,127	5,127	5,127
Logistics Engineer, Senior (Contractor off-site)	*	3,418	3,418	3,418	3,418	3,418
Systems Analyst, Junior (St. Inigoes on-site)		1,709	1,709	1,709	1,709	1,709
Systems Analyst, Junior (Contractor off-site)		3,418	3,418	3,418	3,418	3,418
Systems Analyst, Journeyman (St. Inigoes onsite)		1,709	1,709	1,709	1,709	1,709
Systems Analyst, Journeyman (Contractor offsite)		6,836	6,836	6,836	6,836	6,836
Systems Analyst, Senior (Contractor off-site)	*	3,418	3,418	3,418	3,418	3,418
Subject Matter Expert (S1000D IETM Lead), Journeyman (St. Inigoes on-site)	*	3,418	3,418	3,418	3,418	3,418
Subject Matter Expert (Navy Maintenance Lead), Journeyman (Contractor off-site)	*	1,709	1,709	1,709	1,709	1,709
Software Engineer, Journeyman (Contractor offsite)		3,418	3,418	3,418	3,418	3,418
Software Engineer, Senior (Contractor off-site)	*	1,709	1,709	1,709	1,709	1,709
Program Manager, Senior (Contractor off-site)	*	1,709	1,709	1,709	1,709	1,709
Manager, Journeyman (St. Inigoes on-site)	*	1,709	1,709	1,709	1,709	1,709
Logistics Analyst, Journeyman (Contractor offsite)		3,418	3,418	3,418	3,418	3,418
Logistics Analyst, Junior (Contractor off-site)		1,709	1,709	1,709	1,709	1,709

^{*}Indicates 1 Key Personnel

Note: unless otherwise indicated, the off-site at contractor facilities work shall be performed within 50 miles of Norfolk, VA.

3.7.2.2 The Government estimate is 73,890 hours for the entire work effort (5 years) for performance based efforts. A work-year is defined as 1920 hours exclusive of holidays and leave. The estimate hours shall be used for pricing and setting ceiling at the basic contract level for the Performance Based Labor CLIN. Also, for evaluation purposes, the contractor shall propose the labor categories and hours as outlined below:

Performance Based (SOW 4.5)	Key	HOURS				
Labor Category		Year 1	Year 2	Year 3	Year 4	Year 5
Program/Project Analyst, Journeyman (Contractor off-site)	*	633	633	633	633	633
Program/Project Analyst, Junior (Contractor offsite)		422	422	422	422	422
Computer Based Training Specialist, Journeyman (Contractor off-site)		633	633	633	633	633

Computer Based Training Specialist, Journeyman	I	211	211	211	211	211
(St. Inigoes on-site)		211	211	211	211	211
Computer Programmer, Junior (Contractor off-site)		211	211	211	211	211
Computer Programmer, Junior (St. Inigoes onsite)		211	211	211	211	211
Computer Programmer, Journeyman (Contractor off-site)		844	844	844	844	844
Computer Programmer, Senior (Contractor offsite)		422	422	422	422	422
Computer Scientist, Junior (Contractor off-site)		422	422	422	422	422
Computer Scientist, Journeyman (Contractor offsite)		422	422	422	422	422
Computer Systems Analyst, Senior (Contractor off-site)		422	422	422	422	422
Computer Systems Analyst, Journeyman (Contractor off-site)		844	844	844	844	844
Computer Systems Analyst, Journeyman (St. Inigoes on-site)		211	211	211	211	211
Computer Systems Analyst, Junior (Contractor offsite)		1,478	1,478	1,478	1,478	1,478
Information Security Analyst, Junior (Contractor off-site)		105	105	105	105	105
Information Security Analyst, Journeyman (Contractor off-site)		105	105	105	105	105
Computer and Information Research Scientist, Journeyman (Contractor off-site)	*	211	211	211	211	211
Logistics Analyst, Junior (Contractor off-site)		211	211	211	211	211
Logistics Analyst, Journeyman (Contractor offsite)		422	422	422	422	422
Manager, Journeyman (St. Inigoes on-site)	*	211	211	211	211	211
Program Manager, Senior (Contractor off-site)	*	211	211	211	211	211
Software Engineer, Senior (Contractor off-site)	*	211	211	211	211	211
Software Engineer, Journeyman (Contractor offsite)		422	422	422	422	422
Subject Matter Expert (Navy Maintenance Lead), Journeyman (Contractor off-site)	*	211	211	211	211	211
Subject Matter Expert (S1000D IETM Lead), Journeyman (St. Inigoes on-site)	*	422	422	422	422	422
Systems Analyst, Senior (Contractor off-site)	*	422	422	422	422	422
Systems Analyst, Journeyman (Contractor offsite)		844	844	844	844	844
Systems Analyst, Journeyman (St. Inigoes on-site)		211	211	211	211	211
Systems Analyst, Junior (Contractor off-site)		422	422	422	422	422
Systems Analyst, Junior (St. Inigoes on-site)		211	211	211	211	211
Logistics Engineer, Senior (Contractor off-site)	*	422	422	422	422	422

Logistics Engineer, Journeyman		633	633	633	633	633
(Contractor off-site)						
Logistics Engineer, Junior (Contractor off-site)		211	211	211	211	211
Technical Writer II, Junior (Contractor off-site)		211	211	211	211	211
Technical Writer II, Junior (St. Inigoes on-site)		211	211	211	211	211
Training and Development Specialist, Journeyman (St. Inigoes on-site)		844	844	844	844	844
Estimated Annual Labor Hours		14,770	14,770	14,770	14,770	14,770
Estimated Total Hours		73,850				

^{*}Indicates 1 Key Personnel

Note: unless otherwise indicated, the off-site at contractor facilities work shall be performed within 50 miles of Norfolk, VA.

3.7.3 Incumbent Information

The incumbent contractor is:

Antech Systems 510 Independence Parkway, Suite 100 Chesapeake, VA 23320

The incumbent subcontractors are:

- 1) Booz Allen Hamilton
- 2) ManTech Systems Engineering
- 3) Orbis
- 4) Pentecom
- 5) Precise Systems

3.7.4 Place of Performance

The place of performance for this effort is Webster Field, St. Inigoes, MD, and at the contractor facilities. This requirement shall be performed approximately 80% off-site at the contractor's facilities. The off-site work shall be performed within 50 miles of Norfolk, VA.

3.7.5 Government Spaces

The Government has the ability to provide 20 spaces at its St. Inigoes facility for this effort.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.211-2	Availability of Specifications, Standards, and Data Item	APR 2014
	Descriptions Listed in the Acquisition Streamlining and	
	Standardization Information System (ASSIST)	
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991

52.215-1	Instructions to OfferorsCompetitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through ChargesIdentification of	OCT 2009
	Subcontract Effort	
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-10	Identification of Uncompensated Overtime	MAR 2015

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a <u>Cost Plus Fixed Fee and Cost Reimbursable</u>, <u>Single Award</u>, <u>IDIQ Contract</u> resulting from this solicitation.

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

- (a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high- quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
- (b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high- quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.
- (c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.
 - (d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Melinda Stann, AIR-2.5.1.5 22473 Millstone Rd., Bldg. 505

Patuxent River, MD 20670 Melinda.Stann@navy.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far/ or http://www.farsite.hill.af.mil/.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

- (a) The terms used in this provision are defined in the following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
- (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or	Basis for	Asserted Rights	Name of Person Asserting
Computer Software	Assertion**	Category***	Restrictions****
to be Furnished			
With Restrictions*			

(LIST)*****	(LIST)	(LIST)	(LIST)

- * For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

 *** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- *** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- **** Corporation, individual, or other person, as appropriate.
- **** Enter "none" when all data or software will be submitted without restrictions.

Date	 	
Printed Name and Title	 	
Signature -	 	

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES) (NAVAIR)(JUN 1993)

- (a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to [Insert description of weapons system involved and contractor activities that are suspect, i.e., drafting specifications, planning requirements etc.].
- (b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.
- (c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.
- (d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.
- (e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [Insert attachment number]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:
- (1) a description of the conflict of interest (e.g., weapons systems supplier(s), corporate restructuring, first-tier subcontractor(s)) and identity of parties involved;
 - (2) a description of the work to be performed;
 - (3) the dollar amount;

- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.
- (f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.
 - (g) Disclosure of Potential Conflict of Interest by Offerors.
- (1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.
- (2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.
- (3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

[Provide the mailing address of the purchasing office]

ATTN: Organizational Conflict of Interest Material

(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR)(FEB 1995)

The anticipated award date for this requirement is March 2018[estimate]. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

.5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (MAR 1999)

- (a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.
- (b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

*The Chief of the Contracting Office (AIR-2.5.1)

DEPARTMENT OF THE NAVY,

ATTN: CONTRACTS 2.5.1, TRACY MEDFORD

21983 BUNDY ROAD, Bldg 441

Patuxent River, MD 20670

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

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Section M - Evaluation Factors for Award

<u>SECTION M - EVALUATION FACTORS</u>

Section M - Evaluation Factors for Award

M - 1 EVALUATION FACTORS FOR AWARD (SERVICES) (Nov 2016)

PART A: GENERAL INFORMATION

1.0 GENERAL

The Government expects to select *one* Offeror whose proposal offers the "best value" to the Government, using the trade-off method. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement. The Offeror is advised that the lowest priced proposal meeting the solicitation requirements <u>may not</u> be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

2.0 EVALUATION PROCESS

In accordance with FAR 52.215-1, the Government intends to evaluate and award a contract without discussions with offerors (except minor clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price or cost and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L Part B Specific Information in the proposal may impact the resulting evaluation ratings and risk assessment.

For all the <u>Technical</u> factor(s)/subfactors, a combined Technical/Risk rating will be assigned. This method reflects whether the proposal meets or does not meet the minimum requirements along with an assessment of the strengths, weaknesses, significant weaknesses, and deficiencies of the proposal to determine the combined Technical/Risk rating. The benefit to the Government associated with assessed strengths along with technical risk will be considered in determining whether the Offeror's proposal rises to a level of being thorough or exceptional. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Offerors are advised that during the evaluation process, a technical factor with an "Unacceptable" Technical/Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

Under <u>Past Performance</u>, the Government will evaluate recent performance to determine how well an Offeror has performed work similar to the work required by the solicitation. When proposals are received from joint ventures, specifically formed by the Offeror to propose on a particular acquisition, the past performance evaluation will consider each individual JV team member's relevant past performance. After evaluating the Offeror's past performance information, a Performance Confidence Assessment Rating will be assigned. More relevant past performance will typically be a stronger predictor of future success and have more influence on the Performance Confidence Assessment Rating than past performance of lesser relevance. In the case of an Offeror without a record of relevant past performance, the Offeror will receive a Performance Confidence Assessment Rating of "Unknown Confidence (Neutral)" which is considered a "Neutral" rating.

3.0 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated using the factors (and any subfactors), listed below.

1. TECHNICAL

- a. Workforce/Personnel Qualifications/Key Personnel
- b. Understanding of the Work/Sample Task
- c. Understanding of the Work/Statement of Work Approach
- d. Management Plan

2. PAST PERFORMANCE

3. PRICE/COST

Factors and subfactors are listed in descending order of importance. The technical subfactors are also in descending order of importance.

Technical and past performance factors, when combined, are significantly more important than price/cost. Technical is more important than past performance. Past Performance is more important than price/cost.

Price/Cost is not the most important evaluation factor, but its degree of importance will increase commensurably with the degree of equality among different Offeror's Technical and Past Performance proposals.

PART B: SPECIFIC INFORMATION

1.0 TECHNICAL

The Government will evaluate the Offeror's proposal to determine the Offeror's understanding of, approach to, and ability to meet the solicitation requirements. The Government will assess the Offeror's Technical proposal with respect to its compliance with the solicitation requirements and the risk associated with the Offeror's approach. The evaluation will also include an assessment of the following:

Workforce/Personnel Qualifications/Key Personnel: The Government will evaluate the Offeror's workforce based on the information provided as required by Section L of this solicitation. The Government will evaluate all key proposed personnel and the supporting information to determine how well the Offeror is suited to perform the tasks under the SOW. In addition, personnel will be evaluated on labor qualifications, including education, experience, training, and security clearance levels, that the Offeror proposes to utilize in the performance of this effort.

Understanding of the Work/Sample Tasks: The Government will evaluate the Offeror's Understanding of the Work/Sample Task responses to determine if the proposed approach to each sample task meets the sample task requirements based upon the information provided in response to the instructions in Section L.

Understanding of the Work/Statement of Work Approach: The Government will evaluate the Offeror's Understanding of the Work/Statement of Work Approach based on the information provided as required by Section L of this solicitation. The Government will evaluate the Offeror's capability to meet contracts requirements based upon the information provided in response to the instructions provided in Section L.

Management Plan: The Government will evaluate the Offeror's proposed management approach based on the information required by Section L of this solicitation. The management approach will be evaluated to determine the Offeror understands contract requirements, the soundness of the approach to meeting those requirements, the ability to plan, manage, staff, and execute the contract, and the extent to which the proposed processes and procedures ensure successful accomplishment of the tasks described in the SOW.

Prospective offerors are forewarned that utilization of excessive principal subcontracting/team members will be considered as additional proposal risk.

2.0 PAST PERFORMANCE

There are three aspects to the past performance evaluation: recency, relevancy, and quality. The first aspect of the past performance is to evaluate the recency of the Offeror's past performance being evaluated. Past performance will be considered recent if the contract/order has been performed within five years of the solicitation release date. Past Performance that is not recent will not be considered in the evaluation.

The second aspect of the past performance evaluation is to evaluate how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. Aspects used by the Government to determine relevancy for this evaluation:

Relevancy Factors	Description of Work
Scope:	
Maintenance Management	See SOW Para 4.1 and subtasks.
Development	
Software Engineering,	See SOW Para 4.2 and subtasks.
Development and Integration	
Engineering Support	See SOW Para 4.3 and subtasks.
Technical Support	See SOW Para 4.4 and subtasks.
3M and Navy Logistics	See SOW Para 4.5 and subtasks.
Packages	
Complexity:	
Simultaneous operations	Simultaneous operations on a variety of projects simultaneously.
Support for multiple customers	Support services for a variety of customers simultaneously.
Magnitude:	
Dollar value	Contract total value between \$50M and \$100M. Annual contract value between
	\$8M and \$15M.
Labor hours	Contracts with total labor hours greater than 600,000. Annual labor hours greater
	than 115,000.
Contract term	Contracts with a term of five years. Contracts with a term of less than three years
	with a similar annual contract value and complexity.

The third aspect of the past performance evaluation is to evaluate the overall quality of the Offeror's recent relevant, past performance. The Government will evaluate the Offeror, principal subcontractors, and JV team members performance and focus its evaluation on the following areas:

1) meeting technical requirements, i.e., the quality of technical performance; 2) meeting schedule requirements, e.g., on time or late delivery; 3) controlling contract cost; 4) managing the contracted effort; 5) the demonstrated systemic improvement actions taken to resolve past problems. A separate quality rating will not be assigned, rather the past performance confidence assessment rating is based on the Offeror's overall record of past performance taking into account the recency, relevancy, and quality of performance.

3.0 PRICE/COST

Cost Reimbursement CLINs:

Except for otherwise unacceptable proposals when awarding on initial proposals, the Government will perform a cost realism analysis to determine the most probable cost (MPC) for each applicable offeror's proposal. Cost realism analysis is the process of independently reviewing and evaluating specific elements of each Offeror's proposed cost to determine whether the proposed cost is realistic for the work to be performed and are consistent with the unique methods of performance and materials described in the Offeror's technical proposal. In conducting its cost realism evaluation, the Government may review the prospective Offeror's proposed labor categories and

compare the proposed rate to the average labor rate in industry or other similar rates within the same demographic zone where the work is to be performed. Pertinent cost information, including but not limited to DCAA-recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the MPC for the performance of this contract. In addition, adjustments to the cost portion of the offer may be made to include Government costs required to accomplish the Offeror's proposed approach (e.g., additional Government-Furnished Property/Government-Furnished Information required by the Offeror to implement its approach) with the exception of those costs to the Government that are equal to all Offerors. The MPC is an Offeror's total cost, including fee, and any additional adjustments the Government has determined necessary to make the proposed cost realistic for all periods. The Government will use the results of its cost realism analysis to determine the MPC of performance for each Offeror. The MPC may differ from the proposed cost. The higher of the MPC or proposed cost will be used for purposes of evaluation to determine the best value. Contract awarded value, however, will be based upon the successful Offeror's proposed costs.

Unrealistically low costs or inconsistencies between the technical and cost proposals may be assessed as proposal risk and could be considered weaknesses under the technical factor. Therefore, any inconsistency, whether real or apparent, between the technical proposal and cost proposal should be explained in the narrative section of the cost/price proposal.

Total Professional Employee Compensation Plan:

The Government will evaluate the Offeror's Total Compensation Plan in accordance with FAR 52.222-46.

In accordance with FAR 15.404-1(b)(2), various price analysis techniques and procedures will be employed to ensure the prices being proposed for this requirement are fair and reasonable. To assist in the overall determination of price reasonableness, the Government will identify all instances where a proposed fully burdened labor cost exceeds \$300K annually per employee. This also applies to a fully burdened subcontractor employee labor cost, inclusive of the prime contractor's pass-through burden. An exceeded tripwire may ultimately be determined unreasonable absent justification.

Overall Summary Level for all CLINs

Normally, competition establishes price reasonableness. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of a proposal, the PCO determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR 15.403-1(b) apply, the Offeror may be required to provide certified cost and pricing data in accordance with FAR 15.403-4.

If this is a set-aside competition, the contractor's compliance to FAR Clauses 52.219-14 "Limitation on Subcontracting," will be assessed as an element of responsibility. An Offeror's proposal that fails to meet the limitation on subcontracting during each period of performance shall not be considered for award.

<u>Prospective Offerors are forewarned that if there are discrepancies between Section B, Attachments (P6) and (P7), and Volume 3 Narrative, Section B prevails.</u>

4.0 EVALUATION OF OPTIONS

FAR Clause 52.217-8, Option to Extend Services, is incorporated in the solicitation. Total evaluated cost/price will also include the six month performance period permitted under the clause, to account for a situation where invoking of the clause, in whole or part, becomes necessary. Specifically, the evaluated cost/price of this six-month period will be calculated by dividing the final proposed final contract year by 12 to establish an estimated monthly amount. The monthly amount will then be multiplied by six to establish the estimated cost for the six-month option to extend services.

PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the Offeror's proposed approach.

1.0 TECHNICAL EVALUATION RATINGS

1.0 EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the offeror's proposed approach. The appropriate adjectival rating will be assigned to each factor and subfactor, as required. The Government will utilize a combined technical/risk rating for this effort.

2.0 TECHNICAL EVALUATION RATINGS

Combined Technical/Risk Ratings: The combined technical/risk assignments are provided in the table below.

	COMBINED TECHNICAL/RISK RATING
Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Table below provides risk rating descriptions:

Adjectival rating	Description
Low	Proposal may contain weakness(es) which have little potential to cause
	disruption of schedule, increased cost or degradation of performance.
	Normal contractor effort and normal Government monitoring will likely
	be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesess
	which may potentially cause disruption of schedule, increased cost or
	degradation of performance. Special contractor emphasis and close
	Government monitoring will likely be able to overcome difficulities.
High	Proposal contains a significant weakness or combination of weaknesess
	which is likely to cause significant disruption of schedule, increased cost
	or degradation of performance. Is unlikely to overcome any difficulities,
	even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant
	weaknesses that increases the risk of unsuccessful performance to an
	unacceptable level.

Past Performance Relevancy Ratings: More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope
	and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude
	of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and
	magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and
	magnitude of effort and complexities this solicitation requires.

4.0 PERFORMANCE CONFIDENCE ASSESSMENT RATINGS

The Government will employ the Performance Confidence Assessments Rating Method described in the table below. In the case of an Offeror without a record of recent relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown or neutral past performance.

Performance Confidence Assessment Rating: Performance Confidence Assessment rating assignments reflect the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's recent and relevant past performance record.

Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the
	Government has a high expectation that the Offeror will successfully
	perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the
	Government has a reasonable expectation that the Offeror will
	successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the
	Government has a low expectation that the Offeror will successfully
	perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the
	Government has no expectation that the Offeror will be able to
	successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's
	performance record is so sparse that no meaningful confidence
	assessment rating can be reasonably assigned. The offeror may not be
	evaluated favorably or unfavorably on the factor of past performance.

5.0 OTHER DEFINITIONS

Strengths: An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance. (FAR15.001)

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance. (FAR 15.001)

Deficiency: a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

Recency: as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

Relevancy: as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

Risk: as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

5252.215-9511 COST REALISM (OCT 2007) (NAVAIR)

- (a) All efforts proposed on a cost reimbursement basis shall be evaluated using cost realism. Cost realism analysis is conducted to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work and the offeror's ability to perform the work. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs may be considered a reflection of a lack of understanding of the work required and may be considered in the technical analysis, which could affect the technical rating or risk assessment.
- (b) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost/price should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb certain costs, the offeror shall fully identify and explain those company investments. The resulting contract shall include a clause indicating that those costs will not be allowable.
- (c) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and its financial ability to perform the contract, and may affect risk assessments and responsibility determinations.